

# LEGAL & GENERAL ASSURANCE SOCIETY LIMITED.

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1836.

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## The Solicitors' Journal and Weekly Reporter.

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All letters intended for publication must be authenticated by the name of the writer.

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### Current Topics.

#### The Trinity Cause Lists.

THE FEATURE of the Cause Lists for the present sitting is the large number of King's Bench cases—1,001, of which 136 are Divisional Court cases and 865 are actions for trial. A year ago the total was only 352. It has not been so high at this time of the year since 1921, when it was 1,392. Unless a special effort is made to deal with the work, there will be heavy arrears at Michaelmas. The other lists are of average length. The Court of Appeal has 124 cases, the sixteen Chancery appeals including an appeal from Mr. Justice ROMER's judgment in the *City Equitable Insurance Co.'s Case*: the Chancery Division 273, and also ninety-three Winding-up and twelve Bankruptcy matters; and there are 508 Probate and Divorce and thirty-two Admiralty cases. Lord BUCKMASTER is still assisting by taking Mr. Justice ASTBURY's work.

#### The Prevention of Eviction Bill.

MR. SIMON'S Prevention of Eviction Bill is pursuing its eventful way through Parliament. "The floor of the House of Commons in this matter," said the Lord Chancellor, in moving the Second reading of the Bill in the House of Lords, "is like a battlefield. It is covered with the corpses of slain Bills." Mr. SIMON'S Bill, which appears to be the only survivor, or at least the only one showing signs of life, has the merit of brevity. It also has had the advantage of being taken up by the Government as a handy sort of measure when they failed to get their own Bill—Mr. WHEATLEY'S—through. But while it is quite short—one substantive clause and one clause applying it to pending proceedings—it reads, as is the manner with Restrictive Bills, like a puzzle. You go back to the Act of 1920 and look for s. 5. Then you find that the original s. 5 vanished last year, and a new s. 5 was substituted for it by s. 4 of the Act of 1923. This prohibits generally the recovery of possession except in nine cases distinguished as (a) to (i), and of these cases (d) is where the dwelling-house is reasonably required by the landlord as a residence for himself or for any son or daughter of his over eighteen years of age and there is alternative accommodation for

the tenant. But this is not the end, for alternative accommodation is not required in five sub-cases numbered (i) to (v). It is with sub-cases (iv) and (v) that the present Bill is concerned. Sub-case (iv) is where the landlord acquired the house before 30th June, 1922. He is then entitled to possession without more if he reasonably requires the house as a residence for himself or any eighteen-year-old child. But if he did not acquire it before that date, then the court must be satisfied that greater hardship would be caused by refusing an order for possession than by granting it.

### The Rejection of the Lords' Amendments.

NOW MR. SIMON'S Bill repeals sub-cases (iv) and (v) as respects pending as well as future proceedings, and substitutes the following single sub-case:—

(iv) Where the dwelling-house is reasonably required by the landlord (not being a landlord who has become owner by purchase of the dwelling-house after the fifth day of May, 1924) for occupation as a residence for himself, and the court is satisfied, having regard to all the circumstances of the case, including any alternative accommodation available for the landlord or the tenant, that greater hardship would be caused by refusing to grant an order or judgment for possession than by granting it.

In this clause the Lords (1) struck out the words in italics; (2) introduced after "himself" the words "or for any son or daughter of his over 18 years of age"; and (3) added a proviso that in case either the tenant or the landlord was an alien who did not serve the British Empire or its Allies in the war, then, if the court were of opinion that the hardship on either side was equal, the preference should be determined by British citizenship or service. These three amendments the House of Commons rejected on Monday, and in a Bill intended definitely to improve the position of the tenant and check the increase of eviction orders which has taken place under the Act of 1923, the first two could hardly be accepted. The third would have raised a large question of principle, a differentiation between British citizens and aliens hitherto unknown in English courts, and would have raised it in a manner calculated to perpetuate the animosities of the war which are best forgotten. Probably, too, the proviso would have been unworkable. It would have been unfortunate had it been accepted. Among the many protests against it we may mention that of Lord PHILLIMORE on the Committee stage in the House of Lords: "For Heaven's sake do not let us keep these ideas about aliens and enemies. Let us carry out the peace in its entirety."

### Rent Restriction Notices to Quit.

AN ESTEEMED correspondent, whose letter we printed last week (*ante*, p. 704), drew attention to what he considers an unnecessary difficulty discussed in *Williams v. Merthyr Steam Coal Co., Ltd.*, *Times*, 3rd inst., namely, the question whether a County Court Judge, in amending an irregular notice to increase rent under the Rent Restriction Act of 1923, can so amend it as to incorporate a notice to quit where the landlord had not given one. Our correspondent quotes s. 1 (1) of the Rent Restrictions (Notices of Increase) Act, 1923, which declares that a notice to increase rent, whether given before or after the Act, "shall have effect and be deemed to have had effect as if it were or had been also a notice to terminate the tenancy." And our correspondent not unnaturally suggests that this sub-section, which was before the court, ought to have rendered unarguable any contention that the judge could not amend an irregular notice and add to it an omitted notice to quit. But the point is not nearly so simple as it looks. For s. 1 (1), of course, is only referring to a valid notice to increase rent; an invalid notice—apart from amendment as provided for by the statute—cannot include a notice to quit. It would obviously be absurd to suggest that an "irregular notice of increase" which the judge refused to amend, and which therefore was invalid as a "notice to increase rent" (which it purports to be) should nevertheless be valid as a "notice to quit" (which it does not at all pretend to be). That being so, the mere amendment of an invalid notice to increase

rent cannot of itself convert it into a notice to quit; it can only amend whatever defect it purports to amend. Consequently an amendment, to be effective, must not merely correct the irregularity of the notice to increase but must also add a "notice to quit." So the question arises whether the judge has power to do this under the statutory power to amend conferred upon him. On the strict wording of the statute, he is not given this power, but no doubt—as the Divisional Court held in the case on which we are commenting—such a power is implied. Any other construction would violate the spirit of the Act. But the point is nevertheless quite arguable, and an ultra-technical Divisional Court might have taken the narrower view.

### Formal Notices to Quit.

AS A MATTER of fact, the wording of s. 1 (1) of the Rent Restrictions (Notices of Increase) Act, 1923, has recently been given the fullest possible interpretation by another Divisional Court in a different case: *Aston v. Smith*, *ante*, p. 706. Here a landlord served upon a statutory tenant a notice of increase of rent; there had been no previous "notice to quit" given, but, by virtue of the sub-section quoted, such a notice is implied in the "notice of increase," at any rate for the purposes of validating the latter notice. Is it implied also for other purposes, e.g., if the landlord is in a position to take steps for recovery of possession on one of the grounds permitted by s. 5 of the Principal Act as amended by the Act of 1923? That point actually arose in *Aston v. Smith*, *supra*, although there was also a complication in that case. For here the landlord in fact served a notice to quit, but one which the county court judge held to be invalid. So the question arose whether, notwithstanding the service of an invalid notice to quit the landlord could rely on the statutory implication of a notice to quit contained in the Notice to Increase Rent. The Divisional Court, in view of s. 15 (1) of the Act of 1920 and the sub-section of the Rent Restrictions (Notice of Increase) Act, 1923, already more than once quoted, held that there had been a notice to quit.

### The Conversion of Landed Estates into Companies.

MANY OF OUR readers will have noticed the interesting article in *The Times* of the 10th inst. on the latest development of company formation, namely, the conversion of the ownership of landed estates into companies with a view to escaping the present heavy taxation. The article is from a "Legal Correspondent," and the writer obviously speaks with the authority given by familiarity with the legal and practical sides of company work. "Lord HOWARD DE WALDEN," he says, "was one of the first among English noblemen to dispose of his London properties to a limited liability company under the name of the General Estates Investment and Trust, Limited. He had the controlling interest in that corporation, and he became its governing director. The Marquess of BUTE has made over his Welsh estates to a limited liability company. More recently still the Duke of BUCCLEUCH has formed in Scotland a limited liability company for the ownership and management of his large estates in that country. Many other proprietors have adopted or are adopting the same course." Of course, the proprietor limits his liability for the debts incurred in the management of the estate, but this, which is one of the chief objects of ordinary company formation, is negligible under such circumstances. There is also the advantage that the conversion of the single proprietorship of an estate into the holding of a number of shares facilitates the division of the ownership among the various members of the family, and since the receipt of rents and profits is changed into the receipt of dividends, this also is split up among the shareholders with, probably, a resulting diminution of liability to income tax and super-tax.

### The Effect on Liability to Income and Super-Tax.

BUT WHILE the conversion of an estate into a company carries various incidental benefits, the chief advantage is in the change in the position of the proprietor as regards his liability to account

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for income to the Revenue authorities, and on this we take the liberty of quoting the following passage from the article:—

"In the case of all companies the proprietor generally becomes the leading or managing director and the position attracts a salary upon which income tax is only payable at the earned rate, and so far there is amelioration in the incidence of this tax. Any company can charge against the rents or other profits more in the way of expenditure upon the estates than the Government allow to the private owner in accounting for income-tax. In the result, there may be a very considerable saving in super-tax to be exacted from the proprietor as no longer owner except through his share holding in the company. Probably he becomes the tenant of the estate mansion house and policies with a certain relief likewise in taxation."

The word "policies" indicates a Scottish origin for the article, but the writer no doubt points out in this passage the main inducement for the change in landowning which is in progress. The proprietor ceases to be a receiver of rents and profits for the benefit of the State, bound to pay all outgoings and yet having to a large extent to account for gross instead of net income when he makes his income and super-tax return. He becomes a salaried servant of the company, and if in addition to his salary he is fortunate enough to get some dividends, these represent the net and not the gross profits of the company. But the statement that income tax on the salary is only payable at the earned rate seems to be a slip. The special earned income rate disappeared in 1920, and a deduction of one-tenth (but not exceeding £300) in arriving at assessable income was allowed in its place. With the continuance of high taxation, schemes of this kind for avoiding some of its worst consequences are to be expected and they appear to be practicable and effective.

## Proviso for re-entry in a Lease.

### II.

(Continued from p. 699.)

SEVERAL questions have arisen on s. 14 and have received judicial answers. For instance, as to the particulars which the lessor must supply to the lease to comply with the words "specifying the particular breach complained of." Again, the section says, "and, in any case, requiring the lessee to make compensation." But suppose the lessor does not want any compensation, or that no compensation is possible. Is it still necessary to claim compensation? The section also provides that the powers of the lessor are not to come into force until "the lessee has failed within a reasonable time," etc. What is a reasonable time?

The question what particulars will be considered sufficient was considered in *Jolly v. Brown*, 1914, 2 K.B. 109, affirmed by the House of Lords *sub. nom.*, *Fox v. Jolly*, *supra*, and the reader will find in the reports a full copy of the particulars which were delivered and which were adjudicated upon. They are too long to give here. In the first place the question came before the Official Referee on the contention that the particulars were too general and wide, and he agreed with this contention, but his view was not upheld either by the Court of Appeal or the House of Lords. Lord BUCKMASTER, then Lord Chancellor, in his judgment, said that it should be remembered that the particulars which would be required in an action that merely claimed possession for breach of a covenant to repair would not necessarily be as detailed and minute as the particulars that would be wanted where a claim was being made for damages for breach of the covenant; and that it would be very unfortunate if, in every case where a landlord was serving notice under s. 14, he should feel himself bound to obtain a detailed surveyor's specification of the work: see also *Hurd v. Whaley*, 1918, 1 K.B. 448.

It is not enough to require repairs to be done "in accordance with the covenants" in the lease: *Re Serle, Gregory v. Serle*, 1898, 1 Ch. 652.

The question what would be considered a reasonable time for the lessee to remedy the breach would necessarily be determined

by the amount of work to be done, but in an ordinary case fourteen days would be considered a reasonable time: *Civil Service Co-operative Society v. McGrigor's Trustees*, 1923, 2 Ch. 355.

Then as to claiming compensation in any event. Apparently the section does not make it necessary for the lessor to claim compensation if he does not desire compensation, and therefore the absence of such a requirement will not invalidate the notice: *Lock v. Pearce*, 1893, 2 Ch., at p. 279. It follows that no compensation need be claimed where no compensation for the breach is possible: *Civil Service Co-operative Society v. McGrigor's Trustees, supra*.

Notwithstanding s. 2 s-s. (1) of the Conveyancing Act 1892, the lessor cannot include in the compensation to be asked from the lessee his solicitor's and surveyor's costs (*Skinner's Co. v. Knight*, 1891, 2 Q.B. 542), since, apparently, the subsection only applies in the case where the lessee is forced to apply to the court for relief, and not to the case where the lessee complies with the notice: see *Hood & Challis' Conveyancing Acts*, 7th Ed., p. 65.

We now come to the exceptions to s. 14 of the 1881 Act, in connection with which there has been considerable controversy. To clear the ground, it should be stated that it is provided by s-s. (8) that s. 14 shall not affect the law relating to re-entry or forfeiture or relief in case of non-payment of rent.

A lessee (or an underlessee, *Moore v. Smee*, 1907, 2 K.B. 8) against whom an action of ejectment is pending for non-payment of rent can always put an end thereto by paying all arrears of rent and costs (Common Law Procedure Act, 1852, s. 212); also, by paying the same within six months after judgment (*ibid.* s. 210; Common Law Procedure Act, 1860, s. 1). An underlessee can obtain relief against a forfeiture of the head lease for non-payment of rent under s. 4 of the 1892 Conveyancing Act: *Gray v. Bonsall*, 1904, 1 K.B. 601; *Hurd v. Whaley, supra*.

It has been recently decided that a statutory tenant, that is, a tenant whose tenancy has been determined by notice and whose title to remain in possession is derived solely from the Rent Restrictions Acts, cannot claim relief under s. 212 of the Common Law Procedure Act, 1852, as he was only entitled to remain as statutory tenant on condition of observing the conditions of the tenancy: *Brewer v. Jacobs*, 1923, 1 K.B. 528.

The exceptions, other than the case of non-payment of rent, are contained in s-s. (6) of s. 14. That is to say, the provisions of s. 14 are not to apply to:—

(a) A covenant by the lessee or condition against the assigning, underletting, parting with the possession, or disposing of the land leased.

It was held by Mr. Justice ROMER in *Jackson v. Simons*, 1923, 1 Ch. 373, that a licence to use *part* of the demised premises did not come within the words of the exception, and that therefore the lessor could not enforce his right of re-entry in respect of the breach of such a covenant without serving on the lessee the notice prescribed by s. 14. It was also held by Lord Justice SCRUTTON in *Russell v. Beecham*, 1924, 1 K.B. 525, that a covenant against parting with the possession of *part* of the premises does not come within the above words, "parting with possession of the premises," and that a notice under the section was necessary.

(To be continued.)

The Hon. Richard Feetham, who has been appointed Chairman of the Irish Boundary Commission, is, says *The Times*, fifty years of age. He was educated at Marlborough, and New College, Oxford, went to the Transvaal in 1902, and was appointed Town Clerk of Johannesburg in 1903. He resigned that appointment in order to practise at the Bar, and was appointed legal adviser to the High Commissioner (Lord Selborne). On the establishment of responsible government in the Transvaal he became a member of the Legislative Council, and when the Union of South Africa was created he was elected to the Assembly. He remained a member of the South African Legislature until he was appointed a Puisne Judge of the Transvaal last year. Mr. Feetham continued to act as legal adviser both to Lord Gladstone and Lord Buxton in their capacities as High Commissioner.

## The Amendments of the Land Transfer Acts.

(Continued from p. 679.)

### V.

FURTHER in regard to the recommendations of the Land Transfer Commission and the treatment of them in Part X of the Law of Property Act, 1922:—

18. *Rectification of the Register.*—It was recommended that provision should be made for annulling or rectifying a registration obtained by fraud, and for dealing with the case of the registration by error of two persons in respect of the same land.

It is singular that provision so obviously required does not already exist, but ss. 95 and 96 of the Act of 1875, which govern rectification, are both "subject to any estates or rights acquired by registration in pursuance of the Act," and *prima facie* there can be no rectification on the ground of fraud as against a registered transferee for value. There is a similar qualification of s. 98, which expressly deals with fraud. Further provision for rectification was made by s. 7 (2) of the 1897 Act, but it is not worth while to examine these enactments in detail. Mr. T. CYPRIAN WILLIAMS, in his evidence before the Commission (Q. 10571), gave as one of the necessary amendments—"The present obscurity as to the circumstances in which the register can be rectified, and as to those in which compensation is recoverable out of the insurance fund, ought to be dissipated," and we need not attempt in this summary to explain what was thus described as obscure. It is enough that both the recommendations of the Commission have been accepted, and s. 174 of the Act of 1922 provides for rectification both where the first registration has been obtained by fraud, and also in any other case "where, by reason of any entry procured by fraud, it may be deemed just to rectify the register"; and it provides, too, for the case of double registration in respect of the same land.

19. *Title by Possession.*—As to this, it was recommended that the Statutes of Limitation should operate in the same manner with regard to registered land as with regard to unregistered land; and that the rights of parties in possession at the date of first registration should be protected.

The Act of 1875 adopted the opposite principle when by s. 21 it was enacted that a title adverse to that of the registered proprietor should not be acquired by any length of possession, with a saving, in the case of first registration with a possessory title, of adverse claims arising from possession at the time of first registration. This was replaced by s. 12 of the Act of 1897, which repeated it in principle, but allowed rectification in favour of a title acquired possession except as against rights acquired by registration for valuable consideration. The late Sir HOWARD ELPHINSTONE, in his evidence before the Commission, described the policy of these two sections as a most serious and unnecessary alteration of the law. "In every case," he said, "that I have seen the moral right was in favour of the person who acquired his right by virtue of length of possession" (Q. 4469); and Sir BENJAMIN CHERRY said that s. 12 ought to be repealed, and a provision inserted enabling any person who has acquired a title under the Statutes of Limitation to obtain an order for rectification on applying within six months of his title being disputed (Q. 7271). Sir BENJAMIN has now been instrumental in giving effect to this view, and also in carrying out the recommendation of the Commission, in s. 173 of the Act of 1922. This repeals s. 12 of the 1897 Act, and enacts that the Limitation Acts shall apply to registered land in the same manner and to the same extent as those Acts apply to unregistered land, with consequential provisions, including provision for rectifying the register to give effect to the new title.

20. *Compensation to Owner ruled out by registration.*—The Commission recommended that compensation should be expressly given to a party ruled out by registration in respect of the value of the land as it stood at the time of first registration. The time

for the recovery of compensation to be limited to six years from the grant of an absolute title, except in the case of an infant, a remainderman, and a mortgagee, for whom special periods should be fixed.

The right to compensation for loss incurred by error in the register was first conferred by s. 7 of the Act of 1897, and a fund for this purpose was established by s. 21. We have already seen (*ante*, p. 642) that the title of the first proprietor registered with an absolute title, as well as the title of a transferee from him for value, is to be regarded as really absolute. Hence, if the true owner is ruled out by the registration, he will have to be content with compensation, and s. 175 of the Act of 1922 gives effect to the recommendation of the Commission by providing by s-s. (1) that where an error has occurred in the register but the register is not rectified, any person suffering loss will be entitled to be indemnified; and that the amount of compensation shall not exceed the value of the interest at the time when the error was made; and by s-s. (4) that the claim must be made within six years, with an extension for infancy, and future estates, and a provision that a mortgagee may claim within six years from the last payment in respect of principal or interest.

21. *Compulsory Registration with Absolute Title.*—It was recommended that the Registrar, in the case of a possessory title or application therefor, should be empowered to register without extra charge an absolute title, whether the owner consented or not. Effect is given to the recommendation as regards application for first registration by Sched. XVI, Part I, s. 3 (2), and when a possessory title has been registered, s. 172 (2) authorizes the Registrar to convert it into an absolute title on a transfer for value, but in that case no additional fee is to be charged.

22. *Compulsory Registration on sale.*—Conveyances to take effect on execution, but to become void as regards the conveyance of the legal estate unless registration is applied for within a month.

Registration first became compulsory on sale by s. 20 of the Act of 1897 and under this section the purchaser does not acquire the legal estate until he is registered. The requirement is responsible for much of the difficulties which have been experienced in practice, particularly where part of the purchase money has to be raised by a contemporaneous mortgage; but, for the purpose of making registration compulsory, it makes no difference whether the registration is effected at once or within a short date, and to allow the conveyance to be effective at once will render unnecessary the various devices to which conveyancers have had recourse in order to protect the mortgagee. Accordingly, s. 183 of the Act of 1922 gives effect to the recommendation of the Commission, but allows a delay of two months instead of one, with power for the Registrar to allow a further extension in suitable cases.

23. *Boundaries.*—Land boundaries to be described verbally on the register, and maps to be used for assisting identity. Such was the recommendation, and a plan is usually the most convenient and accurate way of describing land. Verbal descriptions, if too much relied on, are apt to be long and clumsy; moreover, with changes in the adjoining occupations, or in the state or names of the adjoining property, they may become unintelligible. Sched. XVI, Part II, s. 10 (3), of the Act of 1912 is based on this recommendation and allows registered land to be described by means of a verbal description and a filed plan, or by reference to a general map based on the ordnance map, or by reference to a sufficient description contained in a deed, a copy or extract being filed in the registry. But the language of the section lacks precision and should be altered in the Consolidation Bill.

24. *Certificates.*—The Commission recommended that a new certificate in simple form should be issued on every fresh dealing; that certificates of possessory title should be distinguished by colour from those of absolute title; and that certificates should show by a difference in form or colour whether the register was free from notices or not. These are matters of detail which can best be regulated by rules, and accordingly Sched. XVI, Part I, s. 25 (j), empowers the Rule Committee to make rules "for

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regulating the issue and form of certificates, and, if deemed desirable, for prescribing any special notification on the certificate to be given by way of warning where incumbrances, notices, and other adverse entries appear on the register." It is quite possible, however, that it will be best to leave such warning to be obtained by search, as at present.

25. *Disclaimer in Bankruptcy*.—The Commission recommended that the procedure for giving effect on the register to the disclaimer of leaseholds in bankruptcy should be amended. This is done by s. 180 of the Act of 1922.

The Commission made a few more recommendations, but the above are all that concern the working of the system of registration. In a concluding article we shall summarize shortly the changes which the amendments will make in the system.

(To be continued.)

## Res Judicatæ.

### Accidents in the Course of Employment.

(*Hewitson v. St. Helens Colliery Co.*, 92 L.T., K.B. 196.)

Our note on this case, a correspondent is good enough to point out, overlooked the fact that the decision of the Court of Appeal has been reversed by the House of Lords: *ante*, p. 163. We hope to re-write it next week.

## Reviews.

### Local Government.

LOCAL GOVERNMENT, 1923. Comprising Statutes, Orders, Cases, and Departmental Decisions. Edited by ALEXANDER MACMORRAN, M.A., K.C., assisted by F. C. ALLWORTH. Butterworth & Co.; Shaw & Sons, Ltd. 45s. net.

Local Government legislation, Parliamentary and delegated, is a matter which has greatly increased of recent years and which is likely to go on increasing. Out of last year's statutes, twenty-four are included, in whole or in part, in this annual volume. Some, such as the Agricultural Holdings Act, 1923, only slightly touch the subject and but a few sections are reproduced. Others, such as the Housing Act, 1923, are departmental measures and require to be given in full, and with them are given the Orders and Circulars and Memoranda, which explain their working. In connection with Housing, attention may be called to what seems to be a new departure, namely, the furnishing of model forms of contracts of sale, and leases, and mortgages. These will be found at pp. 273 to 280. The official output is, however, too great for the whole to be included, and where this is the case, a short reference is given with a note as to the nature and price of the publication; e.g., the reports on the prices of building materials which are issued monthly by Mr. H. J. Mackinder's Committee. Other heads which show the scope and utility of the work are "Diseases (Notification and Prevention of)," under which a number of Orders and other matter are given; and "Dairies, Cowsheds and Milkshops," with the recent Orders as to sale of milk under special designations. And under "Housing" the Rent Restriction Acts of last year are included. This makes for completeness, though the Acts are not, perhaps, specially connected with Local Government. An important head is "Superannuation," with its information as to the Local Government and other Officers' Superannuation Act, 1922. Altogether the volume collects into a reasonable compass, and arranges very conveniently, the enormous output of the Departments concerned with Local Government.

### The Law of Torts.

RINGWOOD'S OUTLINES OF TORTS. Fifth edition. By C. H. ZIEGLER, LL.M., Lecturer on Law at Pembroke College, Cambridge, Barrister-at-Law. Sweet & Maxwell, Ltd. 16s. net.

The first edition of Mr. Ringwood's well-known students' text-book was published so long ago as 1887, and was published at the request of the Council of the Incorporated Law Society, who had engaged the writer's services as a lecturer on Common Law to the articulated pupils of solicitors. As Mr. Ringwood remained for many years a lecturer and examiner of The Law Society, his work has the peculiar utility for students which is usually found in a treatise prepared by one who knows exactly the ground they will be expected to show acquaintance with. The

new edition is brought out by a distinguished Cambridge scholar and tutor of the present generation, so that it has the added advantage of combining the most recent academic scholarship with the fruits of the original author's practical experiences. Mr. Ziegler has adopted the sound principle of preserving the form of the book, while eliminating references to older cases not now much quoted in court, and replacing them with the most recent leading cases.

## Books of the Week.

**Libel**.—Law and Practice of Libel and Slander in a Civil Action, with Precedents of Pleadings, &c., and Canadian, Australasian, and American Cases on the subject. By CLEMENT GATLEY, LL.D., B.C.L., of the Inner Temple and South-Eastern Circuit, Barrister-at-Law. Sweet & Maxwell, Ltd. Price £2 11s. net.

**Sociology**.—The Laws and Customs of the Yoruba People. By A. K. AJISAFE, with a Portrait of the Author. George Routledge & Sons Ltd. 3s. 6d. net.

## Correspondence.

### The late Lord Cozens-Hardy.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—In reading the obituary notice of the late Lord Cozens-Hardy I see no reference is made to his brilliant career at school. Even in those days at University College School he displayed great ability as a debater, and was a leader of the School Debating Society and Captain of the School.

HENRY P. ARNHOLZ.

3 & 4, Great Winchester-street,  
London, E.C.2.  
14th June.

## CASES OF LAST SITTINGS. House of Lords.

### LEEDS INDUSTRIAL CO-OPERATIVE SOCIETY v. SLACK. 30th May.

ANCIENT LIGHTS—*Quia timet* ACTION—JURISDICTION OF COURT TO GIVE DAMAGES IN LIEU OF INJUNCTION—LORD CAIRNS'S ACT, 1858, 21 & 22 Vict. c. 27, s. 2.

*In an action for threatened obstruction to ancient lights the court has jurisdiction to award damages in lieu of an injunction when prospective injury to light is only threatened, and no present injury has been done.*

Dicta of Court of Appeal in *Dreyfus v. Peruvian Guano Company*, 1889, 43 Ch. D. 316, *disapproved*.

This was an appeal from a decision of the Court of Appeal, reported 67 SOL. J. 497, 1923, 1 Ch. 431, affirming a decision of Romer, J. The defendants had drawn up plans for the erection of buildings upon certain land in the City of Leeds, and it was clear that those buildings, when erected, would interfere with the ancient lights of the plaintiff in respect of an adjoining building. The plaintiff issued a writ for an injunction to restrain them from doing so, but at the date of the writ and of the action the buildings had not been erected to any height so as to cause any actual damage suffered. The defendants contended that the injury which would be suffered by the plaintiff was trivial and could be compensated by an award of damages. Romer, J., held that the buildings, if erected, would cause an obstruction to the plaintiff's lights, and *prima facie* would entitle him to an injunction, but that the hardship to the plaintiff would be small and could be adequately compensated by damages. The jurisdiction to grant such damages, however, could only be under s. 2 of the Chancery Amendment Act, 1858 (commonly called Lord Cairns's Act), which said that "In all cases in which the Court of Chancery has jurisdiction to entertain an application for an injunction against a breach of any covenant, contract, or agreement, or against the commission or continuance of any wrongful act or for specific performance of any covenant, contract or agreement, it shall be lawful for the same court, if it shall think fit, to award damages to the party injured either in addition to or in substitution for such injunction or specific performance..." In his (Romer, J.'s) view, damages in lieu of an injunction ought to be

granted, but he felt himself bound by the judgments of the Court of Appeal in *Dreyfus v. Peruvian Guano Co.*, 43 Ch. D. 316, to hold that, inasmuch as no wrong had actually been suffered, there was no jurisdiction to award damages. He therefore granted the injunction claimed. The Court of Appeal by a majority (Lord Sterndale and Warrington, L.J., Younger, L.J., dissenting) held that though, apart from authority, they would be of opinion that the wide words of s. 2 of Lord Cairns's Act did give them jurisdiction to give damages in lieu of an injunction though the injury was only threatened, they thought they ought to follow the views expressed by their predecessors in that court, that the section conferred no jurisdiction to award damages where no injury had been actually done, those views not having been overruled and having been expressed more than thirty years ago. The defendants now appealed.

The House by a majority (Lord Birkenhead, Lord Finlay, and Lord Dunedin; Lord Sumner and Lord Carson dissenting) allowed the appeal. In the opinion of the majority s. 2 of Lord Cairns's Act conferred jurisdiction on the Court of Chancery to award damages in lieu of an injunction even when the injury was only threatened and had not actually been done. To say that the power to give damages applied only to cases where the injury had already been done was inconsistent with the terms of the Act, and in practice would nullify the provision that damages might be given in substitution for an injunction. All their lordships were of opinion that (notwithstanding the repeal of Lord Cairns's Act as regards England by the Statute Law Revision Act) by the combined effect of s. 16 of the Judicature Act, 1873, and the saving clause in the Statute Law Revision Act, 1898 (which repealed and re-enacted the saving clause in the Statute Law Revision Act, 1883), the jurisdiction conferred on the Court of Chancery by Lord Cairns's Act remained unaffected. The dicta of the Court of Appeal in *Dreyfus v. Peruvian Guano Co.*, *supra*, was disapproved. The case would therefore be remitted to the Chancery Division with a declaration that there was jurisdiction to award damages.—COUNSEL: Cunliffe, K.C., and W. E. Vernon; Hughes, K.C., and J. E. Harman. SOLICITORS: Jaques & Co., for Bointon, Son & Malcolm, Leeds; McKenna and Co., for Pettitt, Carler & Wade, Leeds.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

## Court of Appeal.

**A. L. UNDERWOOD, LIMITED v. BANK OF LIVERPOOL AND MARTIN'S, LIMITED: SAME v. BARCLAYS BANK LIMITED.**  
No. 2. 30th January.

**BANKERS—CHEQUE CROSSED IN FAVOUR OF COMPANY—INDORSEMENT BY SOLE DIRECTOR ON BEHALF OF COMPANY—OSTENSIBLE AUTHORITY OF DIRECTOR—PAYMENT INTO PRIVATE ACCOUNT OF SOLE DIRECTOR—NEGLIGENCE OF BANK—LIABILITY—BILLS OF EXCHANGE ACT, 1882, 45 & 46 Vict. c. 61, s. 82.**

The sole director of a limited company indorsed for the company crossed cheques payable to the company, and paid them into his private account with a bank in fraud of the company. He had authority to indorse the cheques of the company. The bank collected the amounts due on the cheques and credited his private account with the proceeds. After his death the company brought an action against the bank for conversion of the cheques and the bank claimed to be protected by s. 82 of the Bills of Exchange Act, 1882, on the ground that they received payment for the cheques in good faith and without negligence, and they relied on the ostensible authority of the sole director to deal with the cheques.

Held, that the director's conduct ought to have put the bank on enquiry, and the company was entitled to recover against the bank.

Decision of Roche, J., 39 T.L.R., 606, affirmed.

Appeals from the judgments of Roche, J., against the defendant banks in claims for the conversion of cheques.

BANKES, L.J., in his judgment in the first case said: The material facts are as follows: The man Underwood, whose dealings with a number of cheques are what has given rise to the action, carried on business as an engineering and machinery merchant. He had at least two banking accounts, one with Messrs. King & Co., and the other with the appellants. His account with Messrs. King was heavily overdrawn in July, 1919, when, to use a colloquial expression, he converted himself into a limited company. This company was incorporated on 11th July, 1919, under the name of A. L. Underwood, Limited, with a capital of £12,000, divided into 12,000 shares of £1 each. The subscribers to the memorandum of association were Underwood and a Mr. Callow, for one share each. By the articles, Underwood was appointed sole director, and in addition to the two shares subscribed for as above, 10,000 fully-paid shares were allotted to Underwood as the consideration for the sale of his business to the company. No other shares in the company were ever

allotted, and Callow's share was in June, 1921, transferred to Underwood's wife. Upon the formation of the company, a debenture in the form of a floating charge over the assets of the company was issued to King and Co., as security for the overdraft, and the company's account was kept at Messrs. King's. Underwood continued to keep his private account with the appellant bank, where he was well known, and had been a customer for many years. Within a few months after the formation of the company, Underwood commenced to pay the company's cheques into his private account with the appellants, and they collected the amounts due upon the cheques and credited Underwood with the proceeds. The cheques so dealt with between 20th December, 1919, and February, 1922, were forty-five in number for amounts totalling in all £8,502 4s. It was for a conversion of these cheques that the action was brought. Underwood died in November, 1922. A receiver and manager of the company was appointed by the debenture-holders, and he caused an investigation of the books of the company by a firm of chartered accountants. The result of their investigation satisfied the learned judge who tried this action that the true inference in reference to the action of Underwood in dealing with these cheques in the way in which he did was that he was acting as between himself and his company in fraud of the company. An analysis of the cheques gives the following result. Two are missing. Three are uncrossed. One is uncrossed, but marked "act. payee." One is uncrossed but marked "not negotiable act. payee." Twenty-four are crossed without any special marking; four are crossed and marked "not negotiable act. payee"; one is crossed and marked "act. payee." All the cheques were drawn in favour of the company and were the undoubted property of the company. All the cheques were indorsed by Underwood in a form which indicated that he was indorsing them for the company as sole director. He clearly had the right to so indorse them. One defence relied upon by the appellants was that on these facts there was no evidence of any conversion of the cheques. Unless the appellants can justify their action upon one or other of the defences upon which they rely, they appear to me quite clearly to have been guilty of a conversion of all the cheques. One of the defences related only to the crossed cheques. The appellants said that they were protected with regard to these cheques by s. 82 of the Bills of Exchange Act, 1882, because they received payment for these cheques in good faith and without negligence. The appellants' good faith is not challenged, but it is said, and the learned judge accepted the view, that they failed to make good their contention that they acted without negligence. In this view of the facts I entirely agree, and the remaining defence is the only one which, in my opinion, admits of serious discussion. That defence is founded on the rule laid down in the cases of *Royal British Bank v. Turquand*, 6 E. & B., 327, and *Mahony v. East Holyford Mining Company, Limited (liquidator)*, 1 L.R. 7 H.L., 869, conveniently stated by Lindley and Kay, L.J.J., in *Biggerstaff v. Rowatt's Wharf, Limited*, 1896, 2 Ch. 93, at p. 102; 44 W.R. 536.

His lordship quoted from the judgments of Lindley, L.J., and Kay, L.J., in the last case, and also from the judgment of Lord Hatherley in *Mahony v. East Holyford Mining Company, supra*, at p. 894, where, he said, "All those ordinary inquiries which mercantile men would in the course of their business make, I apprehend, would have to be made on the part of the persons dealing with the company," and from the judgment of Lindley, L.J., in *County of Gloucester Bank v. Rudry Merthyr Steam and House Coal Colliery Company*, 1895, 1 Ch. 629, at p. 636, and continued: "Applying Lord Hatherley's language to the facts of this case I ask myself what are the ordinary inquiries which mercantile men would in the course of their business have made on presentation of these cheques for collection. On the assumption that the appellants' cashiers were acting in entire good faith in taking in these cheques without any inquiry whatever, the conclusion seems to me almost irresistible that for some reason or another they considered that they were still dealing with Underwood, the old customer, the principal, and not with a new Underwood, an agent. As the appellants are relying on a rule of law applicable only to dealings with an agent they must take the rule as they find it, and if they have omitted, as I am clearly of opinion they have omitted, to make an ordinary inquiry, they must take the consequences. Now, what are the facts? The cheques were plainly on the face of them the property of the company. They were indorsed by Underwood as sole director, a fact which, instead of absolving the cashiers from inquiry, appears to me to demand the exercise of greater caution on their part having regard to the fact that the cheques were being paid into Underwood's private account. Many of the cheques were marked in a way which of itself ought to have put the cashiers on inquiry. I entirely accept the view of the learned Judge with regard to the conduct of the cashiers, and I think that his conclusion establishes not only negligence on their part, but such an absence of ordinary inquiry as to disentitle the appellants from relying on a defence founded on the ostensible

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authority of Underwood. I feel satisfied that the obvious inquiry whether the company had not got its own banking account would have put a stop to the fraudulent system adopted by Underwood, and I do not think that it lies in the mouth of the appellants to say that an inquiry would have been useless. In *Re The Alma Corn Charity*, 1901, 2 Ch. 750, Stirling, L.J., quotes with approval at p. 762, the decision of Lord Romilly, M.R., in *Jones v. Williams*, 24 Beav. 47, in which he said: "With respect to the argument that it was unnecessary to make any inquiry because it would have led to no result, I think it impossible to admit the validity of this excuse. I concur in the doctrine of *Jones v. Smith*, 1 Hare, 43, 55, that a false answer, or a reasonable answer given to an inquiry made, may dispense with the necessity of further inquiry, but I think it impossible, beforehand, to come to the conclusion that a false answer would have been given which would have precluded the necessity of further inquiry. A more dangerous doctrine could not be laid down, nor one involving a more unsatisfactory inquiry, viz., a hypothetical inquiry as to what A would have said if B had said something other than what he did say." For these reasons I think that the appeal fails, and must be dismissed with costs.

SCRUTTON and ATKIN, L.J.J., read judgments dismissing the appeal. The bank's appeal in the second case was also dismissed.—COUNSEL: Maugham, K.C., Stuart Began, K.C., and J. Forster; Schiller, K.C., and St. J. G. Micklethwaite; Upjohn, K.C., J. B. Matthews, K.C., and I. H. Stranger. SOLICITORS: Linklaters & Paines; Durrant, Cooper & Hamblin; John Bartlett & Son.

[Reported by T. W. MORGAN, Barrister-at-Law.]

#### ADELAIDE STEAMSHIP CO. v. THE KING. 16th April.

SHIPPING—REQUISITIONED SHIP—CHARTER T99—WAR RISKS UNDERTAKEN BY ADMIRALTY—CESSER OF HIRE CLAUSE—COLLISION—LOSS—WARLIKE OPERATION—ASSESSMENT OF DAMAGES.

The suppliants' ship, the "Warilda," was requisitioned by the Admiralty during the war, for use as a hospital ship and later as an ambulance transport. The ship was requisitioned under charter-party T99, whereby the Admiralty undertook responsibility for war risks. A clause in the charter-party provided that hire should cease to be payable if the ship should cease to be able to do her work "owing to deficiency of men or stores, breakdown of machinery . . . or any other cause." While bringing wounded soldiers from Havre to Southampton, the ship came into collision with another ship. Collision proceedings were brought against the petitioners and damages were awarded against them in favour of the owners of the other ship. The petitioners then sought to recover the loss from the Crown under the war risks clause in the charter-party, and the House of Lords decided that the collision was the result of a war risk, and that the fact that the "Warilda" was negligently navigated did not affect the result, as the ship was engaged in a warlike operation at the time, and an order was made that the case be remitted to the High Court for the assessment of damages.

Held, affirming the decision of Greer, J., 40 T.L.R. 194, that the only sum which the petitioners could recover was such an amount as was reasonably expended by them on the repairs of the "Warilda." They could not recover from the Crown the damages payable by them to the owners of the other steamer, as such damages were the consequence of the negligence of the "Warilda."

Held, also, that under the words "other cause" in the cesser of hire clause the ship was off hire while under repair.

Appeal from a decision of Greer, J., 40 T.L.R. 194. The petitioners were the owners of the steamship, the "Warilda," which was requisitioned by the Australian Government during the war and taken over by the British Admiralty for use as a hospital ship, and, later, as an ambulance transport. It was agreed that in the action the rights of the parties were to be determined as if a charter-party in the form T99 had been duly executed by the petitioners and by the Director of Transports on behalf of the Crown. The Admiralty agreed to accept responsibility for war risks. The following provisions were contained in the charter-party: Clause 18.—"The Admiralty shall not be held liable if the steamer shall be lost, wrecked, driven on shore, injured, or rendered incapable of service by or in consequence of dangers of the sea or tempest, collision, fire, accident, stress of weather, or any other cause arising as a sea risk." Clause 19.—"The risks of war which are taken by the Admiralty are those risks which would be excluded from an ordinary English policy of marine insurance by the following, or similar, but not more extensive clause: Warranted free of capture, seizure and detention, and the consequences thereof, or of any attempt thereof, piracy excepted, and also from all consequences of hostilities or warlike operations, whether before or after declaration of war. Such risks are taken by the Admiralty on the ascertained value of the steamer, if she be totally lost, at the time of such injury." Clause 25 of the charter-party provided that

hire should cease to be payable if the ship should cease to be able to do her work "owing to deficiency of men or stores, breakdown of machinery . . . or any other cause." When the "Warilda" was bringing a number of wounded soldiers from Havre to Southampton one night, she came into collision with another steamer, the "Petingaudet." A collision action was brought by the owners of this steamer, and eventually it was held by the House of Lords that the collision had been caused by an error of judgment amounting to negligence on the part of the "Warilda." The petitioners, therefore, were held liable to the owners of the other steamer. The petitioners, therefore, sued the Crown by petition of right to recover against the Crown, on the ground that the damage had arisen in circumstances which constituted a war risk. The petition of right went to the House of Lords, and in the course of the proceedings an order was made that only the question of principle should be decided, and that when the principle had been settled the case should, if necessary, be remitted to the Commercial Court to assess the amount of damages, and the case came before the court for assessment. Greer, J., held that under the words "other cause" in the cesser of hire clause the ship was off hire while under repair, and the damages payable by the petitioners to the owners of the other steamer were not recoverable, as such damages were not the direct result of a warlike operation, but were the result of negligence in the performance of such operation, and the only sum recoverable was such an amount as was reasonably expended on the repairs to the petitioners' vessel. The petitioners appealed.

BANKES, L.J., in his judgment, said: The question to be litigated is whether the marine risk underwriters or the Admiralty, who, under the provisions of the charter-party T99 occupied the position of war risk underwriters, are liable for the results of the collision. The question was fought up to the House of Lords and the decision was that the Admiralty were liable on the ground that the collision was, within the meaning of the material clause of the charter-party, a consequence of hostilities or warlike operations. The question now turns entirely on the construction of a few clauses in the charter-party T99. The material clauses are 18, 19 and 25. The claim of the Admiralty to cease paying hire for the vessel while she was being repaired after the collision depends on the construction to be placed upon the language of clause 25. I so entirely agree with the conclusion arrived at by the learned judge on this point, and with the reasons which he gives for his decision, that I do not desire to add anything to what he said. The question which has been elaborately argued in this court has reference to the appellants' claim to be reimbursed three-fourths of the damages and costs which the appellants have had to pay to the owners of the "Petingaudet." On this point the material clauses of the charter-party are clauses 18 and 19. (His lordship read them.) Had the third paragraph of clause 19 been omitted, I should have felt considerable doubt about the construction to be put on these clauses. The argument for the appellants took this form. An ordinary English policy of marine insurance, it is said, includes the institute collision clause. This clause covers a risk—an exceptional or unusual risk, it is true, but still a risk; and the risk is the having to pay damages and costs in the case of a collision due wholly or partly to the negligence of the assured's servant in charge of the vessel, the subject-matter of the insurance. If the policy which contains the clause contains also the f.c.s. clause, the proper construction of the article is to read it with the f.c.s. clause incorporated with it. The clause so far as is material would then read—"And it is further agreed that if the ship hereby insured shall come into collision (other than a collision the consequence of hostilities or warlike operations) with any other ship or vessel and the assured shall in consequence thereof become liable to pay," &c. If this is the true construction of the article and the clause read together, then the omission of the clause from the policy leaves the underwriter responsible for the loss covered by the article even when the collision is the result of the negligence of the servants of the assured, and the question whether that negligence or the warlike operation is the *causa proxima* of the loss does not arise. I do not think that there is anything in the decided cases to which attention was drawn which necessarily excludes this view. *De Faux v. Salvador*, 4 Ad. and El., 420, decided that the liability to pay damages and costs in the case of a collision at sea is, to use Lord Denman's language, neither a necessary nor a proximate effect of the perils of the sea. To meet this difficulty the institute collision clause was introduced into the usual form of Lloyd's policy. *Xenos v. Fox*, L.R. 3 C.P., 630, does not decide that the subject to which the clause applies is not a risk within the ordinary meaning of insurance law. The decision, no doubt, was that the clause contains the whole agreement between the parties on the subject to which it relates, and consequently that the peril to which the clause relates was not an ordinary peril covered by the suing and labouring clause. At p. 638 Chief Justice Bovill sums up the view of the court in this language: "We think that this clause does not introduce a new subject-matter of insurance to be affected by the usual perils, but is in

the nature of an additional clause, as much as the suing and labouring clause itself." I read this decision as meaning that the risk covered by the collision clause is an unusual and not a usual peril, and that the contract of the parties in relation to that peril is to be found within the four corners of the clause. The language of Lord Justice Romer in the case of the *Cunard Steamship Company, Limited v. Marten*, 19 T.L.R., 634; 1903, 2 K.B., at p. 515, is consistent with this view when he speaks of the ordinary language of a Lloyd's policy having "no application to the precise risk insured." The risk he there refers to was the risk undertaken by a clause in the policy in these words: "Liability of any kind to the owners of mules owing to the omission of the negligence clause in contract." It is not, in my opinion, necessary to express an opinion on the above argument for the appellants, as I think that any possibility of accepting it is excluded by the express language of the third paragraph of clause 19. I read "such risks" as meaning all the risks covered by the clause. If this is correct it excludes the risk covered by the collision clause, because the extent of the Admiralty's liability cannot be measured by the scale indicated in this paragraph. This scale is applicable, and applicable only, to the injury done to the "Warilda" herself. I should imagine that this was the view of the appellants themselves when they decided, in the first instance, to limit their claim in the petition of right to a declaration in reference to the damages due to that injury. Be this as it may, I think that the appeal fails for the reasons that I have given, and must be dismissed, with costs.

WARINGTON and SCRUTTON, L.J.J., delivered judgments to the same effect.—COUNSEL: F. D. Mackinnon, K.C., C. R. Dunlop, K.C., and H. C. S. Dumas; Sir Thomas Inskip, K.C., W. N. Raeburn, K.C., and R. H. Balloch. SOLICITORS.—Parker, Garrett & Co.; The Treasury Solicitor.

[Reported by T. W. MORRIS, Barrister-at-Law.]

## High Court—Chancery Division.

ALLEN v. SMITH. Eve, J. 30th May.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—LEASE—UNUSUAL AND ONEROUS COVENANT—NON-DISCLOSURE—COSTS OF NOTICE TO REMEDY BREACH—RESCISSI—CONVEYANCING ACT, 1881, 44 & 45 Vict. c. 41, s. 14.

A covenant by a lessee to pay all costs incurred by the lessor of a notice to remedy a breach of covenant by the lessee under s. 14 of the Conveyancing Act, 1881, is an unusual and onerous covenant, and when inserted in a long lease without disclosure is a good defence to an action for specific performance and a ground for rescission.

This was an action for specific performance of an agreement for a lease. The defendant, a married woman, entered into negotiations with the plaintiff for a 99 years lease of a house at Shepherd's Bush, at a premium of £527 and subject to a ground rent of six guineas. She paid a deposit of £10 and told the plaintiff she could find £327 towards the premium, and the plaintiff said that if she would pay that amount she could take immediate possession. On 4th September, 1923, the defendant went to the plaintiff's office with £327 and the plaintiff's agent produced a contract for her to sign. On reading it over the defendant asked to see a copy of the lease, and was told by the plaintiff's agent that he had not got one with him, but that it was quite an ordinary lease, and that if there was anything in it which her solicitors did not agree to, she was not compelled to complete. The defendant then signed the contract, paid the £327 and took possession. Shortly afterwards a draft lease was submitted to her, which she then saw for the first time, containing a covenant by the lessee in the following terms: "And also will pay all costs, charges and expenses, including solicitors' costs and surveyor's fees, incurred by the lessor for the purpose of and incidental to the preparation and service of a notice under s. 14 of the Conveyancing Act, 1881, requiring the lessee to remedy a breach of any of the covenants on the part of the lessee herein contained, notwithstanding forfeiture for such breach shall be avoided otherwise than by relief granted by the Court." The defendant declined to complete with this covenant inserted, and the building society to which she had applied for an advance to enable her to complete, refused to make any advance on a lease containing such a covenant. By counter-claim in the action she asked for rescission and repayment of the £327. It was contended by the defendant that the covenant was unusual and onerous, and ought to have been disclosed: *Molyneux v. Hautrey*, 1903, 2 K.B. 487, was, *inter alia*, referred to.

EVE, J., said the real question was whether the inclusion of this covenant falsified the statement made by the plaintiff's agent that the lease was an ordinary lease which induced the defendant to sign the contract. He came to the conclusion that the covenant could not be accurately described as one which ought to be included in an ordinary lease. It was not a reasonable covenant to

be inserted in a long lease of this nature, and it was certainly an onerous one. The case came within the authorities cited on behalf of the defendant. In the result the action failed and must be dismissed with costs, and if the plaintiff was still unwilling to grant the lease with this covenant omitted the defendant would be entitled to rescission of the contract and return of the deposit with interest at 4 per cent., the plaintiff being allowed a reasonable sum for occupation rent to be determined in chambers; the costs of the counter-claim to be paid by the plaintiff. COUNSEL: Clayton, K.C., and E. M. Winterbotham; Gover, K.C., and J. A. Hay. SOLICITORS: Clifford Webster, Emmet & Coole; J. Shirley Turner & Harrison.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

In re J. DAMPNEY & CO. LIMITED AND REDUCED.

Romer J. May 16.

COMPANY—PRACTICE—REDUCTION OF CAPITAL—PETITION FOR—FORM OF MINUTE FOR REGISTRATION—COMPANIES (CONSOLIDATION) ACT, 1908, 8 Edw. 7, c. 69, ss. 46-51.

Where a petition for reduction of capital does not involve and is not followed by any sub-division, consolidation or reorganization of share capital, the old form of minute used in cases of simple reduction is correct, and it is not necessary to state that the capital has been reduced by virtue of a special resolution, and with the sanction of an order of the High Court of Justice.

Re North Pole Ice Co., Ltd. and Reduced, 1924, W.N. 131, explained.

Petition. This was a petition for reduction of capital under s. 46 of the Companies (Consolidation) Act, 1908, not involving or followed by any sub-division, consolidation or reorganization of share capital. The minute in the petition followed the old form usual in the case of a simple reduction of capital.

ROMER, J., after stating the facts, said: In the note of *In re North Pole Ice Co., Ltd. and Reduced*, supra, before Eve, J., it does not state, as was the fact, that the reduction in that case was followed by consolidation and other alterations of the share capital, and it is only to cases of a kind similar to *Re Salinas of Mexico*, 1919, W.N. 311, that Eve, J., is referring. In the present case the petition is for simple reduction of capital under s. 46 and the old form of minute is sufficient. In cases similar to *In re Salinas of Mexico*, supra, the minute should state that the capital of the company has been reduced "by virtue of a special resolution, and with the sanction of an order of the High Court of Justice."—COUNSEL: Hughes, K.C., and Cecil Turner. SOLICITORS: Maxwell, Scriven, Bailey & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

NICHOLL v. LLANTWIT MAJOR PARISH COUNCIL.

Tomlin, J. 13th May.

BURIAL GROUND—"DISUSED BURIAL GROUND"—LAND CONVEYED TO BURIAL AUTHORITY—TO BE HELD "ACCORDING TO THE TRUE INTENT AND MEANING" OF THE BURIAL ACTS—USELESS FOR BURIAL GROUND—EXCHANGE—POWER TO CONVEY FREE FROM RESTRICTIONS ON BUILDING—BURIAL ACT, 1852, 15 & 16 Vict., c. 85, s. 28—METROPOLITAN OPEN SPACES ACT, 1881, 44 & 45 Vict., c. 34, s. 1—DISUSED BURIAL GROUNDS ACT, 1884, 47 & 48 Vict., c. 72, ss. 2, 3, and 5—OPEN SPACES ACT, 1887, 50 & 51 Vict., c. 32, ss. 2, 4, and the Schedule—LOCAL GOVERNMENT ACT, 1894, 56 & 57 Vict., c. 73, s. 8, s-s. (2).

The setting apart for interments referred to in the definition of "burial ground" in the Metropolitan Open Spaces Act, 1881, as amended by the Open Spaces Act, 1887, means an actual physical setting apart, and is not complete by the mere conveyance of the land for burial purposes without any further act of consecration or actual burial therein.

Where on a conveyance of land for such a purpose without money payment therefor to a Council, the Council enter into a covenant to redeem certain tithe rent-charges, such land is deemed to be "purchased" and comes within s. 28 of the Burial Act, 1852, so that the council can exchange it and convey it back to the vendor free of any restrictions on building.

This was a case stated for the opinion of the court as to whether the relevant statutory provisions of certain Burial Acts and Open Spaces Acts operated to prevent the reconveyance of a certain piece of freehold land to the plaintiff free from the restrictions against building upon a disused burial ground imposed by s. 3 of the Disused Burial Grounds Act, 1884. The facts were as follows: By a deed dated the 3rd December, 1921, the plaintiff conveyed land in the parish of L to the parish council, who were the duly constituted burial authority for the parish, "to hold the same unto and to the use of the council their successors and

assigns for Burial Act gift for the to redeem situated the retained by was never place in plaintiff su and this as the consen arose.

TOMLIN, on the m the Open f is to have Act, 1881, 'disused b no longer ground "i follows: whether co for the p means grou have taken that there judgment, *Re Ponsfor* at p. 466, 1 K.B. 403 the observ has been although n to the dec been neces Further th of the Bur rent-charg within the for burial purposes, *infra vires* convey the COUNSEL: and Lewis

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assigns for ever according to the true intent and meaning" of the Burial Acts. The property was conveyed by the plaintiff as a gift for the purpose in consideration of a covenant by the council to redeem the tithe rent-charges on two fields, part of which constituted the land conveyed to the council, while the remainder was retained by the plaintiff. The land proved unfit for burials and was never fenced or consecrated, and no interments ever took place in it, nor did it adjoin the county burial ground. The plaintiff subsequently agreed to exchange the land for other land, and this agreement with him was entered into by the council with the consent of the parish meeting, when this question subsequently arose.

TOMLIN, J., after stating the facts, said: The question turns on the meaning of the words "disused burial ground." By the Open Spaces Act, 1887, s. 4, the expression "burial ground" is to have the same meaning as in the Metropolitan Open Spaces Act, 1881, as amended by the Act of 1887, "and the expression 'disused burial ground' shall mean any burial ground which is no longer used for interments." The definition of "burial ground" in the Act of 1881, as amended by the Act of 1887, is as follows: "The term 'burial ground' shall include any ground whether consecrated or not which has been at any time set apart for the purposes of interment." I have little doubt that this means ground set apart for interments and in which interments have taken place. But whether that is so or not, I am satisfied that there has been no setting apart for interments which, in my judgment, means an actual physical setting apart for the purpose. *Re Ponsford and Newport District School Board*, 1894, 1 Ch. 454, at p. 466, and *Re Bosworth and Gravesend Corporation*, 1905, 1 K.B. 403, at p. 409, and 1905, 2 K.B. 426, are different cases, and the observations in the judgments, cited to show that ground which has been set apart for interments is a disused burial ground although no interments have taken place there, were not necessary to the decisions. I could not have accepted such a view had it been necessary for me to determine that without much argument. Further the council has power to dispose of the land under s. 28 of the Burial Act, 1852, for in view of the covenant to redeem the rent-charge the land is clearly purchased and comes therefore within the section. The council having power both to buy land for burial purposes and to dispose of land if not required for these purposes, it follows that an exchange of land by them would be *intra vires*. The council can therefore effect the exchange and convey the existing land free from any restrictions on building.—COUNSEL: Church; Walmough. SOLICITORS: Taylor, Rowley and Lewis, for J. C. Llewellyn & Co., Newport, Monmouth.

[Reported by L. M. MAY, Barrister-at-Law.]

## High Court—King's Bench Division.

BRASPEAR v. BARTON. McCardie, J. 9th April.

LANDLORD AND TENANT—HOTEL—LICENSED PREMISES—INCREASE OF RENT—STANDARD RENT—EXCESS—RIGHT OF RECOVERY—EFFECT OF TIED CLAUSE—INCREASE OF RENT AND MORTGAGE INTEREST (RESTRICTIONS) ACT, 1920, 10 & 11 Geo. V., c. 17, ss. 1, 2, 8, 12.

Certain premises were let by a lease, dated 14th December, 1920, for a term of years commencing on the 25th March, 1920, at a higher rent than that for which they had previously been let.

Held, in an action by the landlord to recover arrears of rent, that the increased rent began to accrue on the 26th March, 1920, and that the rent had been therefore increased, within the meaning of s. 1 of the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, "since March 25, 1920," and that the excess of the agreed rent over the standard rent was not recoverable from the tenant.

Held, also, that a tie clause being disregarded by the Rent Restriction Acts, discount for goods supplied under the tie must also be disregarded.

Goldsmith v. Orr, 64 SOL. J., 615; 1920, W.N. 250, referred to. Raikes v. Ogle, 1921, 1 K.B. 576 applied.

Action for (inter alia) recovery of rent in respect of premises subject to the provisions of the Rent Restriction Acts. The facts, and the various questions for the decision of the court are fully stated in the judgment.

McCARDIE, J., delivering a reserved judgment, said that the main claim by the plaintiffs was for rent due. The defendant, by his counter-claim demanded a heavy sum, and based his demand on the asserted operation of the Rent Restriction Acts in his favour as thereinafter stated. The case related to three distinct sets of premises, viz.: the "Catherine Wheel" Hotel, and two other sets of premises, all at Henley-on-Thames. The plaintiffs were brewers at Henley. They were owners of the three named sets of premises, which were leased by them to the defendant by three separate indentures, each dated 14th December, 1920. Separate points (apart from the common

points) applied to each of the premises. The only convenient way of dealing with the case and of avoiding confusion was to take the premises separately. He could then, when dealing with the first set, express his view on points which applied also to the three sets, taking, to begin with, the "Catherine Wheel" Hotel. It was fully licensed. It was agreed that the rateable value was, at all material times, £68. It was let to the defendant, by lease dated 14th December, 1920, for seven years from 25th March, 1920, at £120 per annum. If that rent could not stand, then the standard rent must be either £68 or £75 for reasons which he would give later. The first point of the plaintiffs, that the Rent Restriction Acts did not apply to premises such as these, came far too late, and he must hold that the Rent Restriction Acts did apply to the "Catherine Wheel" Hotel, having regard to *Epsom Grand Stand Association v. Clarke*, 63 SOL. J. 642, and to s. 12 (2), (ii) of the Act of 1920, and s. 4 of the Rent and Mortgage Interest Restrictions Act, 1923, 13 and 14 Geo. 5, c. 32. The second point as to the "Catherine Wheel" arose thus. The words of the lease were: "To hold the said premises with the appurtenances unto the tenant from the 25th day of March, 1920, for the term of seven years at the yearly rent of £120." It was admitted by the plaintiffs that the rent up to 25th March, 1920, was less than £120. The plaintiffs submitted that, assuming the premises to fall within the Rent Restriction Acts, there had been no increase of rent falling within s. 1 of the Act of 1920, which provided, so far as it was necessary to set it out: "Subject to the provisions of this Act, where the rent of any dwelling-house to which this Act applies . . . has been, since the 25th day of March, 1920, or is hereafter increased then, if the increased rent . . . exceeds by more than the amount permitted under this Act the standard rent . . . the amount of such excess shall, notwithstanding any agreement to the contrary, be irrecoverable from the tenant." The argument for the plaintiffs was that there had been no increase since 25th March, 1920. The date of the Act was 2nd July, 1920. The date of the lease was 14th December, 1920. The words of the lease were "from the 25th day of March, 1920." The plaintiffs submitted that, inasmuch as the increased rent began to operate on and including 25th March, 1920, and so began to accrue on that date, therefore there had been no increase since 25th March, 1920. In *Goldsmith v. Orr*, supra, which was a case relating to premises subject to the Rent Restriction Acts, Bankes, L.J., held that the material date to be considered on the question when an increase of rent was made was the date on which the increase became effective, and not the date when the increase was agreed on between the parties, and Scrutton, L.J., apparently took the same view. Thus the Court of Appeal held that the test was "when did the increase become effective"? Applying to the present case the test of the majority of the court in *Goldsmith v. Orr*, supra, then the question was as to when the increase agreed on in December, 1920, became effective. The new lease of that month ran back to 25th March, 1920, and the words of the lease were "from the 25th day of March, 1920." Thus the plaintiffs relied, to begin with, on *Goldsmith v. Orr*, supra. But the defendant said that even accepting the test of *Goldsmith v. Orr*, supra, as correct, yet there was a decision which covered the point in discussion. He relied on *Raikes v. Ogle*, supra, where Acton, J., had before him a point really indistinguishable from the present. He held on s. 1 of the Act of 1920, (a) that the material date was the date when the increased rent began to accrue—thus following the apparent opinion of the majority in *Goldsmith v. Orr*, supra; (b) that upon a letting from 25th March, 1920, at an increased rent, the rent began to accrue on 26th March, 1920, and not on 25th March, 1920; and (c) that, therefore, there had been an increase since 25th March, 1920, under s. 1 of the Act of 1920. The words of the lease there as in the present case were "from March 25, 1920." The defendant submitted that the decision in *Raikes v. Ogle*, supra, was correct, and ought to be followed. His lordship referred to cases which were cited to him in argument in support of and against the correctness of the decision of *Raikes v. Ogle*, supra. Amongst the cases referred to were *Sidebottom v. Holland*, 1895, 1 Q.B. 378; *Goldsmith's Company v. West Metropolitan Railway Company*, 52 W.R. 21, 1904, 1 K.B. 1; *Page v. More*, 15 Q.B. 684; and *Meggeson v. Groves*, 61 SOL. J. 115, 1917, 1 Ch. 158. The case of *Raikes v. Ogle*, supra, had been acted on in a large number of cases in the County Court. Moreover it was cited by a Divisional Court without disapprobation in *Schmit v. Christy*, 66 SOL. J. 539; 1922, 2 K.B. 60; and was also cited without disapproval in *Michael v. Phillips*, 68 SOL. J. 103; 1924, 1 K.B. 16. Upon the whole he came to the view that, for the purpose of this case only, and in connection only with the Rent Restriction Acts, he ought to follow the decision in *Raikes v. Ogle*, supra, as to the meaning of the word "since." It seemed to have passed into the accepted views on the Rent Restriction Acts. He must accordingly hold, on the authority of that decision and under the circumstances only which he had already stated, that the rent had been increased since the 25th March, 1920. If that was the case, what was the effect of the

Rent Restriction Act, 1920, on the lease of December, 1920? Apparently the effect was that the lease as a bargain stood, save in so far as its provisions were obliterated or modified by the effect of the Act. Hence there was no binding clause for the contract rental of £120 in the lease. He inferred, however, that the agreement for payment of rent stood to the extent allowed by the Act. In other words the standard rent must be substituted for the agreed rent. The excess of the latter over the former was not recoverable. After stating the details relating to the leases of the "Catherine Wheel" and referring to ss. 12 (1) (a), and (7) of the Act of 1920, his lordship held that the standard rent of the "Catherine Wheel" was £75, and that the plaintiffs could only recover against the defendant at that rate of £75. That figure was subject to a point to be hereinafter mentioned as to repairs. A further point arose with regard to a counter-claim by the defendant in respect of loss of ten per cent. discount which had previously been allowed to him, but which ceased to be payable under the new lease of December, 1920. By that lease a "tie" clause was continued, but no right to discount was given. It was contended on behalf of the defendant that the loss of this discount amounted to an increase in the rent, having regard to s. 2 (3) of the Act of 1920, and s. 8 (1) of that statute. His lordship said that he thought that it was now settled law that the "tie" must be disregarded for the purposes of the Rent Restriction Acts. That seemed to follow from decisions such as *Westminster and General Properties and Investment Co. v. Simmons*, 1919, W.N. 241, 35 Times L.R. 669; and *Glossop v. Ashley*, 65 Sol. J. 695; 1921, 2 K.B. 451. If the tie must be disregarded it would seem to follow that the discount for goods supplied under the tie must also be disregarded. If the tie were collateral only, then the discount was ultra-collateral and outside the considerations relevant in the present case. He so held, and, if criticism were directed against the ruling, then he could only reply that he was not responsible for the drafting of the Rent Restriction Acts. He was caught in the net of sections and decisions. Even if he were wrong as to the irrelevance of the tie and discount under s. 2 (3), he should still hold that s. 8 of the Act of 1920 did not refer to such a matter as the present. This cessation of discount was not a "fine, premium or of other like sum" for the "grant, renewal, or continuance of a tenancy." He therefore held that the counter-claim failed. With regard to a question as to repairs, the plaintiffs admitted that the lease of 1920 contained provisions more onerous than those in the previous lease. It therefore followed that as to such repairs, s. 2 (3) applied, and that by virtue of s. 2 (6) any question arising under s. 2 (3) was to be determined on the application of either landlord or tenant by the County Court, and that the decision of the court should be final and conclusive. One or other of the parties must therefore go to the County Court to settle that point of dispute. His lordship proceeded to deal with the remaining questions which arose in respect of the two other premises concerned and, having dismissed the counter-claim, said that, after the County Court Judge had considered the matters which the Rent Restriction Act had thought fit to entrust to his exclusive jurisdiction, the action could be mentioned again and his lordship could then adjust the figures (unless they were agreed upon by counsel), and deal with any question of costs. He regretted that the judgment was not more favourable to the plaintiffs, for he was satisfied that each one of the leases was perfectly fair, both as to rent and in all other respects.—COUNSEL: *Merriman, K.C.*, and *W. H. Moresby*; *Holman Gregory, K.C.*, and *Eurengay*. SOLICITORS: *Dodd & Blaker* for *Mercer & Blaker*, *Henley-on-Thames*; *Webster & Webster*, for *E. T. Hatt*, *Reading*.

[Reported by J. L. DUNNISON, Barrister-at-Law.]

## In Parliament. House of Commons.

### Questions.

#### WORKMEN'S COMPENSATION ACT (ADOPTED CHILDREN).

Mr. CHARLES EDWARDS (Mordmouthe, Bedwellty), asked the Home Secretary whether he is aware that, on the death of a man caused by accident, no provision is made in the Workmen's Compensation Act, 1923, for any adopted child, whether related or not, who may have been supported by him; and will he take steps to have this hardship rectified?

Mr. HENDERSON: I am advised that the inclusion of adopted children among the dependants entitled to claim compensation could only be effected by amending legislation which cannot be undertaken this Session. The suggestion of my hon. Friend will, however, be noted for consideration.

## IRISH BOUNDARY COMMISSION.

### APPOINTMENT OF CHAIRMAN.

Mr. BALDWIN (Bewdley) (*by Private Notice*) asked the Prime Minister whether he can now announce the name of the Chairman of the Irish Boundary Commission?

THE PRIME MINISTER (Mr. J. Ramsay MacDonald): With the full approval of the Government of the Union of South Africa, His Majesty's Government have asked Mr. Justice Feetham, a member of the South African Supreme Court, to undertake this duty. I am very glad to be able to inform the House that Mr. Justice Feetham has accepted the appointment, and will leave South Africa for this country next week.

Perhaps I may be permitted to remind the House that Mr. Justice Feetham has already rendered valuable public services in connection with Indian reforms. Mr. Montagu availed himself of his advice on constitutional questions in the discussions and investigations preliminary to the drafting of the Government of India Bill of 1919. He served with distinction as Chairman of the important Committee then appointed by the Secretary of State for India to inquire into questions connected with the division of functions in India between the Central and Provincial Governments, and in the Provincial Governments in that country between the Executive Council and Ministers, a question the complexity and importance of which it would be difficult to overstate. Consequent on the Report of this Committee, Mr. Feetham gave evidence before the Joint Select Committee of both Houses which sat in the course of 1919 to consider the constitutional reforms proposed in India.

## Bills Presented.

Government Houses (Facilities for Letting) Bill—"to prohibit the sale of certain vacant dwelling-houses and to cause the same to be made available for letting": Sir Kingsley Wood, on leave given. [Bill 160.]

Electricity (Supply) Acts (1882 to 1922) Amendment Bill—"to increase the powers of joint electricity authorities": Mr. Percy Harris, on leave given. [Bill 162.] (4th June.)

Births and Deaths Registration Bill—"to amend the Law relating to certification of still-births and deaths, and the disposal of the dead": Lieut.-Colonel Fremantle. [Bill 165.]

Building Materials (Charges and Supply) Bill—"to prevent excessive charges for Building Materials, and to make provision for securing an adequate supply of such materials; and for other purposes incidental thereto": Mr. Wheatley. [Bill 166.]

Housing (Financial Provisions) Bill—"to amend the financial provisions of the Housing, etc., Act, 1923, and for other purposes incidental thereto or connected therewith": Mr. Wheatley. [Bill 168.] (5th June.)

Housing (Regulation of Size of Bricks) Bill—"to fix dimensions of bricks used in housing schemes subsidized by the State": Mr. Sunlight, on leave given, by 140 to 139. [Bill 169.] (17th June.)

## Bills under Consideration.

4th June. Housing (Financial Provisions) Money. Financial resolution (*ante*, p. 68) further considered and passed.

War Charges (Validity) (No. 2) Bill and Small Debt (Scotland) Bill. Read the Third time and passed.

5th June. Carriage of Goods by Sea Bill (Lords). Second Reading moved by the President of the Board of Trade, Mr. Webb, and after speech in support by Sir Leslie Scott, who spoke of it as essentially an agreed Bill, motion agreed to and Bill committed to a Standing Committee.

6th June. On motion for adjournment for Whitsuntide recess, discussion of the Treaty of Lausanne and the relations of the Government and the Dominions in regard to it (Sir Edward Grigg), India (Earl Winterton), Industrial Disputes (Sir Kingsley Wood), and Education (Wales) (Mr. Rhys Morris).

House adjourned till 16th June.

10th June. Prevention of Eviction Bill. Lords Amendments considered and disagreed with.

London Traffic Bill. As amended in the Standing Committee considered. Debate adjourned.

Town Councils (Scotland) Bill. Read a Second time and committed to a Standing Committee.

China Indemnity Application Bill. Second Reading moved by the Under-Secretary of State for Foreign Affairs, Mr. Ponsonby, and after debate, carried by 116 to 56. Bill read a Second time and committed to a Standing Committee.

Merchant Shipping (International Labour Conventions) Bill (Lords). Read a Second time and committed to a Standing Committee.



## Motions.

## AFFORESTATION.

4th June. Mr. FREDERICK MARTIN moved—

"That this House urges upon the Government the desirability of extending the operations of the Forestry Commission and, generally, of promoting the interest of Afforestation, as a means of increasing the capital assets of the country, providing employment in a healthy and remunerative occupation, and, particularly in the Highland and certain other Scottish counties facilitating the settlement of smallholders on an economic basis."

After debate agreed to.

## IMPERIAL PREFERENCE.

17th June. Motion in the name of Mr. BALDWIN :—

"That this House, having taken into consideration the proposals with respect to tariff preference for Empire goods which His Majesty's late Government intimated at the Imperial Economic Conference in 1923 that they intended to submit to Parliament, is of opinion that the following dried fruits now subject to duty, that is to say, figs, raisins, plums and currants, should, if of Empire origin, be free from all import duties on importation into Great Britain."

Discussed and debate adjourned.

## Societies.

## The Law Society.

The Annual General Meeting of the members of The Law Society will be held in the Hall of the Society on Friday, the 25th day of July next, at 2 p.m.

The following are the names of the members of the council retiring by rotation :—

Sir William Bull.	Mr. Dowson.
Mr. Charlesworth.	Mr. Foster.
Mr. Coward.	Mr. Lyttelton.
Mr. Dawes.	Mr. Rowe.
Mr. Dibdin.	Mr. Wightman.

So far as is known they will be nominated for re-election.

There are two other vacancies, caused by the death of Sir Walter Trower and the resignation of Sir Homewood Crawford.

By Order,

E. R. COOK,

Secretary.

Law Society's Hall,  
18th June, 1924.

## Solicitors' Benevolent Association.

The monthly meeting of the Directors was held at The Law Society's Hall, Chancery Lane, London, on the 11th inst., Mr. R. W. Poole in the chair. The other Directors present were Messrs. E. R. Cook, T. S. Curtis, E. F. Dent, E. B. Knight, M. A. Tweedie, and A. B. Urmston (Maidstone). £757 was distributed in grants of relief, eighteen new members were admitted, and other general business transacted.

## The Bowes-Lyon Legitimacy Case.

The final stage in the Bowes-Lyon legitimacy suit took place in the Court of Session at Edinburgh last Saturday, when Lord Morison, having previously granted a decree as sought, delivered his considered judgment. The plaintiff was Constance Mary Lyon, an Aberdeen shop girl, whose case was that she was legitimated by the marriage of her parents, Hubert Ernest Bowes-Lyon and the late Mary Agnes Hay Smeaton, or Bowes-Lyon.

His Lordship said the marriage was clearly proved. The questions in the case were: Was it proved that they had a daughter, and was it proved that the plaintiff was the daughter? In his lordship's opinion both questions must be answered in the affirmative. It was not unnatural, he said, that the defendant and his wife were anxious to conceal the birth of their daughter from their parents. Mrs. Lyon appeared to have registered her daughter's birth as legitimate, as she was entitled to do, the parents' domicile being Scottish, both at the date of birth and the marriage. The evidence in the case, he added, established the identity of the plaintiff as the daughter of the defendant and his wife.

Referring to the letter written by Mrs. Bowes-Lyon to Mrs. Collie, of Aberdeen, to whom the child was entrusted, his lordship said it suggested a plan which, if carried out, would have concealed the plaintiff's identity. In the result, it had proved to be a striking piece of evidence in her favour in this case.

## Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement, Thursday, 26th June.

	MIDDLE PRICE. 18th June.	INTEREST YIELD.
<b>English Government Securities.</b>		
Consols 2½% .. .. .	57½	4 7 0
War Loan 5% 1929-47 .. .. .	101½	4 18 6
War Loan 4½% 1925-45 .. .. .	97½	4 12 0
War Loan 4% (Tax free) 1929-42 .. .. .	102½	3 18 0
War Loan 3½% 1st March 1928 .. .. .	97½	3 12 6
Funding 4% Loan 1900-90 .. .. .	89½	4 9 6
Victory 4% Bonds (available at par for Estate Duty) .. .. .	92½	4 6 0
Conversion Loan 3½% 1961 or after .. .. .	78½	4 9 0
Local Loans 3% 1912 or after .. .. .	65½	4 11 0
India 5½% 15th January 1932 .. .. .	101½ <sup>rd</sup>	5 8 0
India 4½% 1950-55 .. .. .	88½	5 1 6
India 3½% .. .. .	67	5 4 6
India 3% .. .. .	58	5 3 6
<b>Colonial Securities.</b>		
British E. Africa 6% 1946-58 .. .. .	113½	5 6 0
Jamaica 4½% 1941-71 .. .. .	95	4 14 6
New South Wales 5% 1932-42 .. .. .	101½	4 18 6
New South Wales 4½% 1935-45 .. .. .	95½	4 14 6
Queensland 4½% 1920-25 .. .. .	100½	4 9 6
S. Australia 3½% 1926-36 .. .. .	84½	4 3 0
Victoria 5% 1932-42 .. .. .	101½	4 18 6
New Zealand 4% 1929 .. .. .	96	4 3 6
Canada 3% 1938 .. .. .	83½	3 12 0
Cape of Good Hope 3½% 1929-49 .. .. .	80½	4 7 0
<b>Corporation Stocks.</b>		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corp. .. .. .	54½	4 12 0
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corp. .. .. .	65½	4 11 6
Birmingham 3% on or after 1947 at option of Corp. .. .. .	65	4 12 6
Bristol 3½% 1925-65 .. .. .	77	4 11 0
Cardiff 3½% 1935 .. .. .	87½	4 0 0
Glasgow 2½% 1925-40 .. .. .	75½	3 6 6
Liverpool 3½% on or after 1942 at option of Corp. .. .. .	77	4 11 0
Manchester 3% on or after 1941 .. .. .	66½	4 10 6
Newcastle 3½% irredeemable .. .. .	76	4 12 0
Nottingham 3% irredeemable .. .. .	64½	4 13 0
Plymouth 3% 1920-60 .. .. .	69½	4 6 0
Middlessex C.C. 3½% 1927-47 .. .. .	82½	4 5 6
<b>English Railway Prior Charges.</b>		
Gt. Western Rly. 4% Debenture .. .. .	88	4 11 0
Gt. Western Rly. 5% Rent Charge .. .. .	106½	4 14 0
Gt. Western Rly. 5% Preference .. .. .	104½	4 16 0
L. North Eastern Rly. 4% Debenture .. .. .	86	4 13 0
L. North Eastern Rly. 4% Guaranteed .. .. .	84½	4 14 6
L. North Eastern Rly. 4% 1st Preference .. .. .	81½	4 18 0
L. Mid. & Scot. Rly. 4% Debenture .. .. .	85½ <sup>rd</sup>	4 14 0
L. Mid. & Scot. Rly. 4% Guaranteed .. .. .	84½	4 14 6
L. Mid. & Scot. Rly. 4% Preference .. .. .	81½	4 18 0
Southern Railway 4% Debenture .. .. .	84½ <sup>rd</sup>	4 14 6
Southern Railway 5% Guaranteed .. .. .	103½	4 16 6
Southern Railway 5% Preference .. .. .	102	4 18 0

New Scotland Yard has been asked to assist in tracing Mr. Darracott Seymour, a solicitor, of John-street, Bedford-row, W.C., who has been missing since 11th June. His description is—age 41, 5 feet 6½ inches in height, brown hair, slight moustache, high forehead, and pince-nez glasses. He was dressed in a brown-speckled tweed suit, Mr. Seymour's home is at Worthing. He was last seen getting into a taxicab in Gray's Inn-road about 2 o'clock on 11th June. The missing man served as an officer in the Sussex Regiment, and suffered from shell-shock. One of his fingers has been dislocated, and is crooked. It is thought that he may be suffering from loss of memory.

## The Thames Conservancy Bill.

A somewhat curious position arose during the recent proceedings before a Select Committee of the House of Commons, presided over by Major The Hon. W. Ormsby Gore, D.S.O., M.P., to whom a Bill promoted by the Thames Conservancy during the present Session of Parliament was referred.

The Bill was mainly for the purpose of making provision for the future revenue of the Conservancy; and the proposed contributories, who petitioned against the Bill and were represented before the Committee by counsel, on the one hand objected individually to those provisions of the Bill which sought to make them contributories, and on the other hand were in favour of the provisions by which contributories other than themselves would be made liable.

The effect of this was to divide the opponents into two main groups whose respective cases were hostile not only to the promoters but also to each other, with the result that, during the presentation of the promoters' case, the cross-examination of the latter's witnesses by one group of opponents was, in so far as it was directed against the other group, equivalent to examination or re-examination on behalf of the promoters; and, similarly, the speeches of counsel for one group of petitioners and the evidence-in-chief of their witnesses supported, *pro tanto*, the promoters' case against the other group.

After a lengthy hearing the Committee approved the Bill, subject to various amendments which provided an adjustment of the disclaimers of the rival opponents.

## The New Free State Judges.

The new Courts of Justice of the Free State were, says the correspondent of *The Times* at Dublin, in a message of the 11th inst., opened in Dublin on that day in the presence of a large assembly. Chief Justice Kennedy was sworn in before the Governor-General on the previous day, and he administered the oath to the eight other judges, who have been appointed under the Judiciary Act.

The ceremony of swearing in took place in Dublin Castle, but was shorn of all the pomp and circumstance of the old days, as the rules of court for the new judiciary have not yet been determined. The judges wore neither wigs nor gowns, but were dressed in frock-coats and silk hats. The procession started from the old Privy Council Chambers and made its way to the former Throne Room, where the oath was administered. Those present included Mr. Cosgrave and the members of the Executive Council, Lord Glenavy, Chairman of the Senate, and most of the leading members of the Free State Government.

When the new judges had been sworn in, the Chief Justice announced that the Governor-General had appointed Mr. John O'Byrne to be Attorney-General of the Free State, and had also appointed him to be a King's Counsel. He then called Mr. O'Byrne within the Bar. The new Attorney-General addressed the Assembly, congratulating the new judges and promising them the full assistance of the Bar in the performance of the tasks which lay before them. Chief Justice Kennedy replied, speaking first in Irish and afterwards in English.

The work of the new courts will be taken up without delay. The rules of court are under consideration, and probably a distinctive dress will be appointed. In the meantime the barristers will continue to wear their wigs and gowns, but apparently the judges will wear ordinary morning dress on the Bench.

## A Case of Workmen's Compensation

The case of *G. W. Beechner v. Green & Silley Weir* was heard on Monday in the City of London Court, before Judge Shewell Cooper and a jury, the plaintiff being represented by Mr. Williams and Mr. Helme, and the defendants by Mr. G. St. C. Pilcher.

The plaintiff was a plater's helper in the employ of Messrs. Green & Silley Weir, and made a claim under the Employers' Liability Act in respect of injuries to his leg. At the time of the accident the plaintiff was working at a horizontal press, and his claim was based upon an alleged defective condition of this machine and upon the alleged negligence of the defendant's foreman and plater in charge of the operation. After hearing a number of witnesses on either side, and being addressed by counsel for both parties, the jury returned a verdict in favour of the defendants.

Judge Shewell Cooper thereupon dismissed the action, with costs, remarking that it was a case which should never have been brought under the Employers' Liability Act, and that the plaintiff's proper course was to have made a claim under the Workmen's Compensation Act.

## Printers and the Law.

Mr. Ernest Edward Cutts, trading as the Pyramid Press, Bream's-buildings, Chancery-lane, appeared, says *The Times*, before Mr. Wilberforce at Bow-street Police Court on Thursday, the 12th inst., to three summonses charging him with printing a circular pamphlet and a ticket in connection with "Duggan's £25,000 Derby Scheme" without the name and address of the printer appearing on them. Mr. Sidney Freeman, otherwise Douglas Stuart, of New Oxford-street, was also summoned for publishing the same documents without bearing the printer's name and address, but the case against him was formally adjourned for the convenience of his counsel.

Mr. Herbert Musckett, opening the case against Mr. Cutts, said that he was summoned for a technical breach of the Newspapers, Printers, and Reading Rooms Repeal Act, 1869. The scheme referred to in the summons was something in the nature of a competition which might possibly be a lottery, but as to that he did not know. The names of ten Derby winners were given, and competitors were required to place them in order of merit. It was the old question of whether it was a contest of skill or chance. Information was obtained from the promoters that the literature and tickets, which were 10s. each, had been printed by Mr. Cutts, and on the latter being interviewed he said that he had received an order for printing a million circulars, half a million pamphlets, and half a million tickets. He also said that the omission of the printer's name and address was due to an oversight on the part of his works foreman. Mr. Musckett added that the maximum penalty was £5 for every document printed—10,000,000 in all. It was important that the law should be complied with for the purpose of detecting those who were responsible for this sort of wild cat scheme.

Mr. Beecher Bryant, who defended, urged that printers as a rule were very ignorant of the law on this matter. Before undertaking this printing work Mr. Cutts took the advice of King's Counsel, and was assured that the competition was not a lottery. He was not aware of his obligation to put the printer's name and address on the documents.

The Magistrate ordered Mr. Cutts to pay a fine of 20s. on each of the three summonses, and £7 16s. costs—£10 16s. in all.

## Legal News.

### Appointments.

The following judicial appointments have been made by the Irish Free State Government:—

Lord Chief Justice: Mr. HUGH KENNEDY, K.C., who has been the Attorney-General in the Free State.

President of the High Court: Mr. T. SULLIVAN, K.C.

Judges of the Supreme Court: The Right Hon. CHARLES A. O'CONNOR (Master of the Rolls), and Mr. GERALD FITZGIBBON, K.C.

Judges of the High Court: MESSRS. J. CREED MEREDITH, T. L. O'SHAUGHNESSY, W. E. WYLIE, W. J. JOHNSTON, and JAMES A. MURNAGHAN.

### General.

Mr. John Fearnley (59), of Birkenhead, solicitor, formerly Town Clerk of Birkenhead, left estate of gross value £6,391 (net personalty £5,052).

Mr. Charles Richard Gunner, solicitor and banker, of Ridge-meade, Bishops Waltham, Southampton, who died on 4th February, aged seventy-one, has left estate of the value of £44,962, with net personalty £34,342. The testator gives £100 each to his partners, Frank Gillson and Charles W. A. Carpenter.

Sir Walter Trower, of Westbourne-terrace, Hyde Park, W., and of New-square, Lincoln's Inn, W.C., solicitor, a former president of The Law Society, who died at Hove on 5th April, aged seventy-one, left estate of the gross value of £73,961, with net personalty £70,888. He left £100 to his partner, Arthur Trowbridge Keeling.

Mr. Charles L. Nordon, LL.B., Solicitor, of 56, Moorgate, E.C.2, was unanimously adopted as prospective Parliamentary candidate for Central Southwark, at a meeting of the Central Southwark Conservative Association, held on the 16th inst., under the chairmanship of Sir John Dewrance, K.B.E. Mr. Nordon contested the seat at the last election.

Sir Nathaniel Joseph Highmore, G.B.E., K.C.B., of Harby-browe, Worcester Park, Surrey, late Solicitor to H.M. Customs and Excise, and afterwards Secretary to the War Trade Department, who died on 15th April, has left estate of the value of

18,381. The wife and the anatomical gallery.

"I wish the said Mr. Hay before him of which is no disorderly. appear from the magistrat's demeanour don't unde

Mr. Justice Amies on V circuit system than that th He also exp with probab think that e There were e trust, like r should be t panies who more people from a comp would incre affairs. Sor control, but lordship sen shop manag division for

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19,381. The testator leaves, subject to the life interest of his wife and daughter, the portrait of Dr. Nathaniel Highmore, the anatomist, by Sir Peter Lely, to the National Portrait Gallery.

"I wish the police would give up using the word 'altercation,'" said Mr. Hay Halkett, the Marylebone magistrate, during a case before him on the 6th inst. "It is unnecessarily long; very often it is not understood by prisoners, and it may mean something which is not disorderly, or something which is exceedingly disorderly. 'Altercation' is a word I should like to see disappear from the vocabulary of police officers in drunken charges." The magistrate also reproved a constable for using the word 'demeanour.' "You use very grand words," he said, "and I don't understand you a bit."

Mr. Justice Roche, in charging the Grand Jury at the Lancaster Assizes on Wednesday, said he was a profound believer in the circuit system, desiring that justice should come to people rather than that they should be put to considerable expense to get it. He also expressed satisfaction that the machinery for dealing with probationers was being improved. It was a mistake to think that every first offender should be placed on probation. There were certain classes of offences by persons in positions of trust, like railway and postal servants, which it was desirable should be treated differently. Many people stole from companies who would not steal from private individuals, and still more people stole from the Government who would not steal from a company. This would have to be considered by those who would increase State control and management in industrial affairs. Some people thought it would be better if they had State control, but that was not his experience in Courts of Law. His lordship sentenced a first offender, Gillie Davies, thirty-six, a shop manager, to eight months' imprisonment in the second division for embezzling £60 and forgery at Barrow.

## Court Papers.

### Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON				
Date.	EMERGENCY ROTA.	APPEAL COURT No. 1.	Mr. Justice EYE.	Mr. Justice ROMER.
Monday June 23	Mr. More	Mr. Hicks Beach	Mr. Hicks Beach	Mr. Bloxam
Tuesday .....	24 Jolly	Bloxam	Bloxam	Hicks Beach
Wednesday .....	25 Ritchie	More	Hicks Beach	Bloxam
Thursday .....	26 Sygne	Jolly	Bloxam	Hicks Beach
Friday .....	27 Hicks Beach	Ritchie	Hicks Beach	Bloxam
Saturday .....	28 Bloxam	Sygne	Bloxam	Hicks Beach
	Mr. Justice ASTBURY.	Mr. Justice P. O. LAWRENCE.	Mr. Justice RUSSELL.	Mr. Justice TOMLIN.
Monday June 23	Mr. Sygne	Mr. Ritchie	Mr. More	Mr. Jolly
Tuesday .....	24 Ritchie	Sygne	Jolly	More
Wednesday .....	25 Sygne	Ritchie	More	Jolly
Thursday .....	26 Ritchie	Sygne	Jolly	More
Friday .....	27 Sygne	Ritchie	More	Jolly
Saturday .....	28 Ritchie	Sygne	Jolly	More

Crown Office, House of Lords, S.W.1.  
16th June, 1924.

Days and places fixed for holding the Summer Assizes, 1924 :-

#### NORTH EASTERN CIRCUIT.

Mr. Justice SWIFT.  
Mr. Justice ACTON.

Tuesday, 24th June, at York.  
Monday, 30th June, at Durham.  
Monday, 7th July, at Newcastle.  
Monday, 14th July, at Leeds.

#### THE COURT OF APPEAL.

##### TRINITY SITTINGS, 1924.

##### APPEALS.

##### FROM THE CHANCERY DIVISION.

(Final List.)

Standing for Judgment.

Deuchar v The Gas Light & Coke Co (c.a.v. May 22)

For Hearing.

Slack v Leeds Industrial Soc Ltd (by order) (pt hd) (not before June 23)

York Corpn v Henry Letham & Sons Ltd

British Oxygen Co Ltd v The Maine Lighting Co

Re Finlay Faber v The Official Receiver & ors

Edward Young & Co Ltd v Grierson, Oldham & Co Ltd (pt hd) (s.o. to June 17)

Re Railways Act, 1921 Re The Absorption of the Brighton & Dyke Ry Co by the Southern Ry Co

The British Hispano Line Ltd v Pittard & anr

Shale Products Ltd v Hall & ors

Kelly v Edward Sharp & Sons Ltd

Johnson v Wild & Co

Broad v Ager

Sherwood v Tucker

Re Allott Hanmer v Allott  
Re Scott Walford v Hawksley & ors  
Companies (Winding Up) Re Companies (Consolidation) Act, 1908  
Re City Equitable Fire Insce Co Ltd

The York Glass Co Ltd v Jubbs (s.o. until after enquiry as to damages) (June 5)

##### FROM THE CHANCERY DIVISION.

(In Bankruptcy.)

Re Morris Cohen (Expte W H W Greenslade, Trustee v W R Snow & Co, a firm)

##### FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1924.

Re Atkinson Atkinson v Weightman & ors (not before Michaelmas)

##### FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1924.

The British Thomson-Houston Co Ltd v The Commercial Electric Co Ltd & ors (s.o. to fix a day)

##### FROM THE PROBATE AND DIVORCE DIVISION.

(Final List.)

1924.

Divorce Legg v Legg & Landolf  
Divorce Kisby v Kisby & Nash

##### FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

For Judgment.

The King v Roberts (expte Scurr)  
The King v Roberts, expte Whitworth & ors

For Hearing.

1922.

Clear & Co Ltd (Sellers) v Bloch (pt hd) (restored Feb 6, 1923) (s.o. for Attorney-Gen)

Same v Same (restored Feb 6, 1923) (s.o. for Attorney-Gen)

1923.

Re Agricultural Holdings Acts Fay & ors (Tenants) v Williamson & anr (s.o. pending decision in House of Lords)

Revenue Wilcock, H M Inspector of Taxes v Pinto & Co

Re Petn of Right of Thomas & John Brocklebank Ltd

The Sheet Iron Workers & Light Platers Soc & ors v The Boiler-makers & Iron & Steel Ship-builders Soc (s.o. generally May 9)

Drakers Ltd v David King Ltd

H A Brightman & Co (Owners) v Bunge-y-Born Limitada, & Co (restored to List March 11)

1924.

Roscoe, T & H v British Coal Exports

Societe d'Avances Commerciales (Societe Anonyme Egyptienne) v Merchants' Marine Insce Co Ltd

A E Smith & Son v Thompson & McKay & Co Ltd

Goldman v Cox

The Engineering Equipment Co (1919) Ltd v Barrett and Maxwell

Howlett v Shaw, Savill & Albion Co Ltd

Durnford v Baker

Rimalt v Cartwright

Plaford v Rose

Abrahams v A E Gains & Sons

Revenue Fleming v Wilkinson

Evans v Norway House Ltd & Robert Young Construction Co Ltd

Manches v Goldberg Ltd & ors

D & T G Adams v Dessen & Co Ltd

Revenue Thew (Inspector of Taxes) v The South West Africa Co Ltd

P Phipps & Co. v Rogers

Monk v Whiteman

Wertheimer & White Ltd v Lazarus

Arthrudd Press Ltd v Eagle Star & British Dominions Insce Co Ltd

Raper v Hayward

Barber v Permanol Ltd & anr

Ling v Stringer

T Beynon & Co Ltd v Suzuki & Co

Revenue Comms of Inland

Revenue v Dale Steamship Co Ltd

Crawshaw v Speights Ltd (re Arbitration Act, 1889)

Darlington Forge Ltd v The King

Elsey & Co Ltd v Palmer & anr

Hope v Ridley

G & A Miller v Krajian

Prout v Hunter & anr

Same v Same

Davis v Fisher

United States Shipping Board v Bunge & Born Ltd (re Arbitration Act, 1889)

Sanderson v Gibbons

Domoney v Hawkins & ors

Chaplin v Bottoms

S Schnieders & Sons Ltd v Abrahams

Baldry v B S Marshall Ltd

Hicks v Scarsdale Brewery Co

Burton & anr v Wilkinson

Brett v Hardiman & ors

Revenue Hartland v Diggines, Inspector of Taxes

The National Bank Ltd v Fee Hern

Boswell v Crucible Steel Co of America

Martin v Stanborough

Davis v Kendall

Manches v Goldberg Ltd & ors

Malcom v Marconi's Wireless Telegraph Co Ltd

London & North Eastern Ry Co v Easington Union Assessment Committee

Revenue Bourne & Hollingsworth v Comms of Inland Revenue

Lewis v Jones

McLean v Weaver

Lloyds Bank Ltd v Gilbert & Jeaffreson

Same v Jeaffreson

Hale v Salford Corpn

Smith v Stroud

Price v The Clydesdale Bank Ltd

Bostock v Phyllis Earle Ltd

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1924.

Standing for Judgment.

Waterhouse v Wilson Barker

For Hearing.

Sea Insce Co Ltd v The Russia Insce Co of Petrograd (Employers' Liability Assoe Corpn, Garnishees) (s.o. March 5)

Same v Same

Kenneth v Lugg & ors

Same v Same

Goldwyn Distributing Corpn v The Stoll Film Co Ltd

## APPEALS.

Re the Indemnity Act, 1920.  
1923.

Henderson, clmt v The Chief  
Secretary for Ireland  
Burke v Same (s.o. pending decision  
in No 1)  
The Carlow County Council v Same  
The Tyrone County Council v Same  
(s.o. pending decision in No. 3)  
Blyth Harbour Commissioners v  
The Treasury

1924.

Commercial & Estates Co of Egypt  
v Board of Trade  
International Mercantile Marine Co  
and anr v Admiralty

FROM THE PROBATE, DIVORCE  
AND ADMIRALTY DIVISION  
(ADMIRALTY).

(Final List.)

With Nautical Assessors

1924.

"Christel Vinnen"  
Owners of Cargo now or lately on  
board Auxiliary Motor Ship  
"Christel Vinnen" v Owners of  
Auxiliary Motor Ship "Christel  
Vinnen"

Same v Same

"Orita"

The Pacific Steam Navigation Co v  
The Mersey Docks and Harbour  
Board

"Melanie"

Owners of s.s. "San Onife" v

Owners of s.s. "Melanie"

"Capulin"

Owners of s.s. "Brook" v Owners

of s.s. "Capulin"

American Merchant

Owners of s.s. "Matatua" v Owners

of s.s. "American Merchant"

"Vital &amp; Edith"

Owners of s.s. "Sektant" v Owners

of "Vital and Edith"

"Edith"

Owners of s.s. "Vital" v Owners of

Lighter "Edith"

"Elvenes"

Owners &amp; Co of Steam Trawlers

"Cave" and "Strathebric" v

Owners of s.s. "Elvenes"

Without Nautical Assessors.

"Apsleyhall"

Owners of s.s. "Tharros" v Owners

of s.s. "Apsleyhall"

"Coahoma County"

United States Shipping Board v

Falmouth Docks and Engineering

Co

"Hamlet"

N.B.—The above List contains Chancery, Palatine and King's Bench

Final and Interlocutory Appeals, &amp;c., set down to June 6th, 1924.

## HIGH COURT OF JUSTICE—CHANCERY DIVISION.

## TRINITY SITTINGS, 1924.

## NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice EVE.—Except when other Business is advertised in the  
Daily Cause List, Actions with Witnesses will be taken throughout the  
Sittings.

Mr. Justice ASTBURY.—As announced in the Daily Cause List.

Mr. Justice P. O. LAWRENCE.—Except when other Business is advertised  
in the Daily Cause List, Actions with Witnesses will be taken throughout  
the Sittings.

Judgment Summonses in Bankruptcy will be taken on Mondays, the  
23rd June and 21st July.

Mr. Justice RUSSELL.—On each Friday afternoon, Summonses under the  
Trading with the Enemy Act will be taken. Subject thereto Actions with  
Witnesses will be heard throughout the Sittings.

Mr. Justice ROMER will take his Business as announced in the Trinity  
Sittings Paper.

Owners of Danish s.s. "Hamlet" v  
T P Jorleson & Co ld

(Interlocutory List.)

"Jupiter"

Compagnie Russe de navigation a  
vapeur et de Commerce v as  
"Jupiter" &c.

## APPEALS.

RE THE WORKMEN'S COM-  
PENSATION ACTS.

(From County Courts.)

1924.

Briggs v The Gandy Belt Manu-  
facturing Co ld (Birkenhead  
County Court)

Maund v Barton (Birmingham  
County Court)

Costello v Brown (Kingston-upon-  
Hull County Court)

Evans v HM Postmaster-General  
(Greenwich County Court)

Williams v Frank Kay Bros (Bolton  
County Court)

Lear v Smith (Bristol County Court)

Bofia v Mongiat (Greenwich County  
Court)

Temperton v Fletcher Son & Fear-  
nall (Bow County Court)

Sharp v The Loddington Ironstone  
Co ld (Kettering County Court)

Evans v The Cwmgyne Collieries  
ld (Neath and Port Talbot  
County Court)

Kerswell v Perry & Co. (Bow) ld  
(Lambeth County Court)

Clark v Whittaker Ellis ld (Bir-  
mingham County Court)

Pritchard v Same (Birmingham  
County Court)

Williams v The Craigola Merthyr  
Co ld (Swansea County Court)

## APPEALS.

Standing in the "Abated" List.

From the Chancery Division.

(Final List.)

Re Shipperdaon's Will Trusts

Stephens v Knaresborough (s.o.  
generally Oct 15, 1923)

In re Peil's Settlement James v

Clare & ors (s.o. generally Oct. 16,  
1923)

Brighton &amp; Hove General Gas Co v

Hove Bungalows ld (s.o. generally  
Jan. 24)

From the King's Bench Division.

(Interlocutory List.)

South London Manufacturing Co ld

v Noble (s.o. generally Oct. 15)

Stoffell v Cater (s.o. Jan. 14)

Liverpool and Manchester Business.—Mr. Justice ROMER will take  
Lancashire Business on Thursdays, the 26th June and the 10th and 24th  
July.

Mr. Justice TOMLIN will take his Business as announced in the Trinity  
Sittings Paper.

Summonses before the Judge in Chambers.—Mr. Justice ASTBURY  
Mr. Justice ROMER will sit in Court every Monday during the Sittings  
hear Chamber Summonses.

Mr. Justice TOMLIN will hear Chamber Summonses on Tuesdays.  
Summonses adjourned into Court and Non-Witness Actions will be heard  
by Mr. Justice ASTBURY, Mr. Justice ROMER and Mr. Justice TOMLIN.

Motions, Petitions and Short Causes will be taken on the days stated  
in the Trinity Sittings Paper.

## NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Trinity Sittings the Judges will sit for the disposal of Witness  
Actions as follows:—

Mr. Justice EVE will take the Witness List for EVE and ROMER, JJ.

Mr. Justice P. O. LAWRENCE will take the Witness List for ASTBURY  
and P. O. LAWRENCE, JJ.

Mr. Justice RUSSELL will take the Witness List for RUSSELL and  
TOMLIN, JJ.

CHANCERY CAUSES FOR  
TRIAL OR HEARING.

Set down to June 6th, 1924.

Before Mr. Justice EVE.

Retained Matters.

Adjourned Summonses.

re Talbot, dec Custance v Molineaux

(s.o.g.)

re Davison, dec Emerson v Emerson

re Rastrick, dec Levett v Rastrick

Stephens v Gemini

Causes for Trial.

(With Witnesses.)

Willie v Kinsey

Goemaere v Sales

Fryer v Fryer

Logan v Lyons (not before July 1)

Re Companies (C) Act, 1908 and re

M &amp; B Cinemas ld (s.o. to June 24)

Re Companies (C) Act, 1908 and re

G Stanley &amp; Co ld (s.o.g.)

Hales v Wingfield (not before

July 1)

Hales v Thornton Butterworth ld

(not before July 1)

Bobbett v The Black Rock Quarries

ld

Last v Chappell

Thwaites v Senior

British Thomson-Houston Co ld v

Naamloze Vennootschap Gloeil-

ampenfabrieken

Same v Irradiant Lamp Works ld

&amp; ors

Same v Northern Steel &amp; Hardware

Co ld

Same v Armature Repair Co

Same v Auto Balbs ld &amp; ors

Same v Smith &amp; Cookson

Same v The Western Electric Lamp

Co

Same v Childs

Same v The Midget Lamp Co ld

Same v Calphos Electrical Co ld

Corona Typewriter Co ld v Charlton

(abated)

Yar Bridge Co v Toms

Bate v Guest

Re Companies (C) Act, 1908 Re

G Stanley &amp; Co ld

Re Lazare Drut's Patent Re

Patents &amp; Designs Acts (s.o.g.)

Re Jules Rousset's Patent Re

Patents &amp; Designs Acts (s.o.g.)

Fisher v Stoddart

Re Adam's Settlement Trusts Adam

v Harrison

Re MacGill, dec Higgins v MacGill

Halford v The Dairy Supply Co ld

Thomas v Thomas

Owen v Burton

Charles Goodall &amp; Sons ld v John

Waddington ld

Westminster Bank ld v Barker &amp; Co

ld

Electro-Mechanical Brake Co ld v

Rheostatic Co ld

Page v Sykes

Davis v Polack

Bowen v E J Pearson &amp; Sons ld

Weiler v The Portland Town Estate

Co ld

Gough v Bradby

Ivagh v Bourne

Collins v Harmar

Westminster Bank ld v Fran-

ure &amp; Co

Mower v Chubb

Seifert v Moscovitz

Howard v Benardini

Columbia Gramophone Co ld v

Murray

Middleton v Blackburn

Bessent v Bessent

Jackson Boilers ld v Jackson

Mortimer v Mortimer

Dawson v Brindley

Attorney-Gen v Peacock

Price v Jessop

Rawlinson v Ames

Good v Morley

Western v Leslie &amp; Goodwin ld

Fry v Beecham

Crawshaw v Pilbrow Pilbrow v

Crawshaw (restored)

Tempest v Ford

Attorney-Gen v Earby Urban

District Council

Kearns v George Richards &amp; Cold

Re John Harrison, dec. Harrison

Harrison

Mr. Justice ASTBURY.

Retained Causes for Trial.

(With Witnesses.)

(From Mr. Justice ASTBURY's List.)

Hele v Aman pt hd (s.o.)

(From Mr. Justice EVE's List.)

Wright v United Cigarette Machine

Co ld (security ordered)

Fletcher v The Economic Building

Corp ld (s.o.g.)

Richard Fletcher v Same (s.o.g.)

Vacuum Oil Co ld v A E Bennett &amp;

Co

Re A E Bennet &amp; Co's Trade Mark

No. 407,733 Re Trade Mark

Acts, 1905 to 1919

Re Vacuum Oil Co's ld Trade Mark

No. 411,625 Re Trade Mark

Acts, 1905 to 1919

Hopcroft v Mount (not before

July 1)

Cooper &amp; Co's Stores ld v C &amp; L

Modes

(Mr. Justice ASTBURY's List.)

Further Considerations.

Re Elliott, dec Kendrick v Chae-

cellor (fur con)

Martin v Bedford (restored)



## Adjourned Summonses.

Re Betts, dec Friend v Betts pt hd (s.o.g.)  
 Re Whitcombe's Trusts Moore v Public Trustee pt hd (s.o.g.)  
 Re Gibb, dec Robinson v Gibb pt hd (s.o.g.)  
 Re Sanders, dec Sanders v Herapath pt hd (s.o.g.)  
 Re Dickson, dec Mott v Dickson pt hd (s.o.g.)  
 Re Robertson's Settlement Cash v Vickers (s.o.g.)  
 Re Bayly, dec Prowse v Guy (to come on with fur con)  
 Re F H E Crowe, dec Crowe v Crowe (to come on with a pet)  
 Re Lillywhite, dec Re Judicial Trustee Act 1896 (s.o.)  
 Re Bell, dec Rankin v Bell (s.o.g.)  
 Re Cook, dec Cowmewood v Cook (s.o.)  
 Re Willson, dec Public Trustee v Willson (s.o.)  
 Re Swanzy's Trusts Swanzy v Kent County Council (s.o.g.)  
 Re Hall, dec Payne v Hall pt hd (s.o.)  
 Re Appln No. 427,192 by Aktieselskab 'Freia' Chocolate Fabrik Re Trade Marks Acts, 1905 to 1919 (not before June 24)  
 Re Westrup, dec Westrup v Berry Re Waller, dec Daking v Jackson Re Clark's Will Trusts Clark v Attorney-Gen  
 Re J Tucker, dec Clarke v Tucker Re Hornby, dec Brook v Ealry John Laing & Son ld v Hanworth Public Utility Soc ld  
 Shand v Larkin

Before Mr. Justice LAWRENCE.

## Retained Matters.

## Motions.

Lewis v Richards (pt hd)  
 Re Pullan, dec Pullan v Carr (s.o.)

## Adjourned Summonses.

Re Welsh Hospital (Netley) Fund, 1914 to 1919 Thomas v Attorney-Gen. pt hd (s.o.g.)  
 The New Cwmgorse Colliery ld v Swansea Harbour Trustees pt hd (s.o. to June 17)  
 Re Landor, dec Rogers v Landor Rowland v Air Council

## Causes for Trial.

## (With Witnesses.)

Rowland v The Air Council  
 Marsden v Young & Co's Brewery ld (stayed for security)  
 British Thomson-Houston Co ld v Duncan Stevens ld  
 Same v Lelios Lamp Co ld  
 Fairman v Fairman  
 British Thomson-Houston Co ld v Guaranteed ld  
 Same v British Engineering Products Co  
 British United Shoe Manufacturing Co ld v E A Johnson & Co ld (fixed for June 23)  
 Uwins v Way  
 Attorney-Gen v Battersea Corp (not before June 26)  
 Tiekner v Mash (not before June 30)  
 Cooper v Welchman re Humble Crofts, dec Welchman v Cooper De Lacey v De Lacey (to be mentioned June 24)  
 Appleton Saw Mills ld v The Union Bank of Manchester ld (security ordered)  
 Beaumont v Jeffery  
 Lloyds Bank ld v Fuller (abated)  
 Castle v West Walbottle Coal Co ld

Edwards v Stalham  
 Bell v Slater (s.o.g.)  
 Newcastle Corp v The Ecclesiastical Commrs of England (fixed for July 1)  
 Arbib v Arbib (s.o.g.)  
 Priest v Thompson (abated)  
 Burroughs' Adding Machine ld v Aspinall (not before June 24)  
 Metropolitan Vickers Electrical Co ld v British Thomson-Houston Co ld (fixed for July 7)  
 Trustee of the Property of F. Welstead (a Bankrupt) v A Welstead (not before June 23)  
 Wolfe v Bailey

The Bradford Dyers' Association ld v Standish  
 Shand v Larkin  
 Dewhurst v Salford Guardians (not before June 27)  
 Ashby v Provincial Cinematograph Theatres ld

Whitley v Cassell & Co ld  
 Murray v Gray  
 Holophone ld v G H Smallwood & Co

Re A Hallett, dec Collett v Hallett Hiscock v Billen  
 Wiltshire v Silver  
 Cook v Curties  
 Durell v Rendell

British World Trade Expeditions ld v Roberts  
 Beer v Stringer  
 Southport Corp v Birkdale District Electric Supply Co ld

Lewis v Richards  
 Wallrock v Sykes  
 Frank Sugg ld v The Philip Mead Bat Co ld

Bird v Birch

Before Mr. Justice RUSSELL.

## Retained Matters.

## Petition.

Re Jackson's Leather Co ld & reduced & Cos (C.) Act

## Retained Adjourned Summonses.

Re C D Baker dec Baker v Public Trustee pt hd (s.o.g.)  
 Re Harrison Benn Knowles v Benn

Re Trading with the Enemy Acts, 1914 to 1916 and re International Ganymede Club pt hd (s.o.g.)  
 Re Osborne's Settlement Public Trustee v Osborne

Re J G Allott, dec Allott v Allott  
 Re Merton Public Trustee v Merton

## Causes for Trial.

## (With Witnesses.)

Re Harmer Wilson v Harmer (s.o.g.)  
 Hale v Coombes

The South American Copper Syndicate ld v Boret & anr (s.o.)

Cookson v Lloyds Bank ld  
 Baron v Rosenthal

Leon v London, Midland & Scottish Ry Co (not before July 7)

The Controller of the Clearing Office v Arthur Mendel & Co (s.o.)

The British Thomson-Houston Co ld v Alan Bell ld

Same v Commercial Electric Co ld  
 Same v Adair

Halden Estates Co ld v Ulph  
 Mitchell & Higgins v Johnson & Hewitt

Mason v Poupart  
 Horstmann Gear Co ld v Metropolitan Gas Meters ld

Dawson v Dawson (not before July 1)

Bucket v Beckett  
 Abrahams v Wilson  
 Parker v The Calto Co ld

Re Whitcombe, dec Barnes v Eve  
 Rose v Venediger & anr  
 Smith v Prosser  
 Bitschine v Rondolphi  
 Tull v Gamba (not before June 20)  
 Todd v Star Tea Co ld  
 Brown v The Sperry Eyroscope Co ld

Wynn v Romain  
 Gaine v The Halden Estates Co ld  
 Clarke v Potter's Bar Golf Club ld  
 Haggis v Goldberg

Finnerty v French & ors  
 Samson & ors v Samson & anr  
 The Potter's Bar Golf Club ld v King

Swires v Baker  
 Wilderman v F W Berk & Co ld  
 Monteiro v Cotterell

Bloxam v Amalgamated Marine Workers' Union (not before July 7)

Before Mr. Justice ROMER.

## Retained Causes for Trial.

## (With Witnesses.)

Re Townsend, dec Banks v Townsend (abated)  
 Cotterell v Mussman (fixed for June 19)

Tyldesley U D C v Leigh R D C (fixed for July 2)

## (Further Consideration.)

Annable v Good

## Adjourned Summonses.

Application of London Lubricants (1920) ld and re Trade Marks Acts, 1905 to 1909 (with witnesses)  
 Same v Same—motion to amend

Re Whitley-Beaumont Settled Estates Grant v Beaumont (s.o.g.)  
 Re J Wright, dec Girdlestone v Wright (s.o.g.)

Re G A Koettgen, dec Koettgen v Koettgen

Re Mules' Settlement Patch v King

Re Wood, dec Irving v Wood (pt. hd) (s.o.g.)

Re Osborne, dec Re Brown, dec Lawrence v Osborne

Re Land Registry Linnell v Tyler  
 Re Woodcock, dec Castell v Lepper

Re W E Baxter ld Baxter v The Company

Performing Rights Society ld v Daffodil Picture House ld (s.o.g.)

Re W Hodges, dec Hodges v Hodges  
 Re H Hall, dec Hall v Pyke

Re M M Sugden, dec Sugden v Sugden

Re Marvin, dec Marvin v Castle  
 Re Wombwell, dec Lethbridge v Wombwell

Re Appln. No. 43,596 by Jones and Campbell ld and re Trade Marks Acts, 1905 to 1919

Re Fraser, dec Ling v Fraser

Re Trade Marks Acts, 1905 to 1919 and re Appln by Gallaher ld No. 427,189

Re Saml Harris, dec Harris v Barclay's Bank ld

Re Jas Dugdale, dec Dugdale v Dugdale

Re Seymour's Settlement Thomas v Harvey

Re Morris, dec Kite v Morris  
 Re Hopkins, dec Drewry v Hopkins

Re Esdaille, dec Daniel v Alms  
 Re Exmouth's Annuity

Re Sarson, dec Public Trustee v Sarson

Re Norris, dec Rippon v Holmer  
 Re Metcalfe's Will Trusts Public Trustee v Maitland

Re W S Hooper, dec Hooper v Hooper

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## REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.  
 G. H. MAYNE, Secretary.

Re S Walton, dec Wanless v Walton  
 Re Tibbit's Will Trusts Meade-King  
 v Tibbits  
 Re Hodgson, dec Lishman v Hall  
 Re L Ardern, dec re M A Ardern,  
 dec Ardern v Ralphs

Companies (Winding up) and  
 Chancery Division.

Companies (Winding up).  
 Petitions (to wind up).

Alliance Bank of Simla Id (petn of  
 L W Warlow-Harry—ordered  
 May 6, 1924 to stand over  
 generally)

Robert Young's Construction Co Id  
 (petn of London Asphalt Co Id—  
 s.o. from May 27, 1924 to July 22,  
 1924)

Superheater Oven & Engineering Co  
 Id (petn of Smith, Barker & Wilson  
 Id—ordered on April 1, 1924 to  
 stand over generally)

Dutton, Massey & Co Id (petn of  
 L H Shearer—s.o. from May 13,  
 1924 to June 24, 1924)

T W Heath (Public Works) Id (petn  
 of Atlas Stone Co Id—s.o. from  
 May 20, 1924 to July 29, 1924)

London Woollen Co Id (petn of  
 Shaw Bros Id—s.o. from May 27,  
 1924 to July 22, 1924)

P C Evans & Sons Id (petn of H.M.  
 Attorney-Gen—s.o. from June 4,  
 1924 to June 24, 1924)

Pailard & Co Id (petn of A E John-  
 son—s.o. May 27, 1924 to June 17,  
 1924)

Mulliners Id (petn of Northern  
 Aluminium Co Id—s.o. from  
 May 27, 1924 to June 17, 1924)

East Kootenay Consols Id (petn  
 of H.M. Attorney-Gen—s.o. from  
 June 4, 1924 to June 24, 1924)

Baron Hartley Id (petn of Globe  
 Films Id—s.o. from June 4, 1924  
 to June 17, 1924)

Evinrude Motor Co (England) Id  
 (petn of Magstarlite Id)

Nirpuzha Rubber Estates Id (petn of  
 Sir Edward Fairless Barber, Kt  
 and acs)

Wheatcroft's Id (petn of G & A  
 Miller)

Balfour Baring Id (petn of J M  
 Longe)

James Wright & Son (Nunhead)  
 Id (petn of J C Laak)

Surgical Supplies Id (petn of Banque  
 Nationale Française du Com-  
 merce Extérieur)

Nevalshir Co Id (petn of Dunlop  
 Bros & Co)

Batavia & General Plantations Trust  
 Id (petn of S Jacobs)

Trinidad Friendship Petroleum Co  
 Id (petn of H T Owen)

North London Providers Id (petn of  
 Film Booking Offices (1919) Id)  
 Carr, White & Co Id (petn of H.M.  
 Attorney-Gen)

## Chancery Petitions.

W J Douglas & Partners Id and  
 reduced (to confirm reduction of  
 capital—ordered on Oct 24, 1922  
 to stand over generally)

Fellows, Morton & Clayton Id and  
 reduced (to confirm reduction of  
 capital)

United Lankat Plantations Co Id  
 and reduced (same)

Canadian Building & Estate Co Id  
 and reduced (same)

South Australian Land Mortgage  
 and Agency Co Id and reduced  
 (same)

Grain Elevator Estate Id and  
 reduced (same)

George Wright (London) Id and  
 reduced (same)

Exploring Land & Minerals Co Id  
 and reduced (same)

Shipton, Anderson & Co Id and  
 reduced (same)

Knowles, Cooke & Co Id & reduced  
 (same)

Central & Western Corpn Id and  
 reduced (same)

Stubbs Id & reduced (same)

City of San Paulo Improvements  
 and Freehold Land Co Id and  
 reduced (same)

United Oil & Coal Corpn Id and  
 reduced (same)

Cook, Sons & Co. Id & reduced  
 (same)

Film Investment Co Id & reduced  
 (same)

Sevenoaks Estate Co Id & reduced  
 (same)

National Omnibus & Transport Co  
 Id & reduced (same)

Baines Bros Id & reduced (same)

Pearlite Box Co (1918) Id & reduced  
 (same)

Jantar Nigeria Co Id & reduced  
 (same)

Town Line (London) Id & reduced  
 (same)

North Europe Timber Agency Id  
 and reduced (to confirm reduction  
 of capital)

Stapley & Smith Id & reduced  
 (same)

Equatorial Rubber Trust Id and  
 reduced (same)

Bernard Knight Id & reduced (same)

S Smith & Sons (Motor Accessories)  
 Id & reduced (same)

New Inverted Incandescent Gas  
 Lamp Co Id and reduced (same)

Johnson, Walker & Tolhurst Id  
 and reduced (to confirm reduction  
 and re-organization of capital)

Martinsyde Id (to sanction Scheme  
 of Arrangement—ordered on  
 July 26, 1921 to stand over  
 generally)

A Norman & Sons Id (to sanction  
 Scheme of Arrangement)

Caxton Insee Co Id (to confirm  
 alteration of objects—ordered on

March 15, 1921 to stand over  
 generally)

Universal Automobile Insee Co Id  
 (to confirm alteration of objects)

A Harper Sons & Bean Id (same)

Owners of Pelton Colliery Id (same)

"Ada" Firelighters Co Id (to restore  
 name to Register)

## Companies (Winding Up)

## Motions.

Angel Steamship Co Id (ordered  
 on April 13, 1920, to stand over  
 generally)

John Dawson & Co (Newcastle-on-  
 Tyne) Id (stand over generally  
 by consent)

S Jacobs & Co Id (ordered on  
 March 15, 1921 to stand over  
 generally)

H C Motor Co Id (ordered on July 5,  
 1921 to stand over generally)

Scarborough Tramways Co (pt Id)

Longland's Cattle & Tobacco Farms  
 Syndicate Id

## Adjourned Summonses.

## Companies (Winding Up).

Vanden Plas (England) Id (on proof  
 of Fiat Motors Id—with witnesses  
 —parties to apply to fix day for  
 hearing—retained by Mr. Justice  
 Astbury)

Fairbanks Gold Mining Co. Id  
 (ordered on July 26, 1921 to  
 stand over generally)

Blisland (Cornwall) China Clay  
 Co Id (ordered on Dec 16, 1921  
 to stand over generally)

British American Continental Bank  
 Id (ordered on Nov 7, 1922 to  
 stand over generally)

Fredk Rumble Id (with witnesses)

J Lionel Barber & Co Id (ordered on  
 Oct 23, 1923 to stand over  
 generally)

Standard Housing Co Id (ordered  
 on July 31, 1923 to stand over  
 generally)

M & B Cinemas Id (with witnesses  
 —s.o. from May 23, 1924 to  
 June 24, 1924—retained by Mr.  
 Justice Eve)

National Benefit Assce Co Id (ordered  
 on Dec 17, 1923 to stand over  
 generally—retained by Mr. Justice  
 Romer)

Atkey (London) Id (ordered on  
 Jan 22, 1924 to stand over  
 generally)

G Stanley & Co Id (with witnesses)  
 —ordered on May 23, 1924  
 to stand over generally)

Same

A & W Nesbitt Id (with witnesses)

Morris Russell & Co Id (with  
 witnesses—c.a.v.)

National Benefit Assce Co Id (c.a.v.)

Wilts & Somerset Farmers Id  
 (ordered on April 1, 1924 to  
 stand over generally)

Texlon Id (with witnesses)

Ernest Roberson & Co Id

Same

Same

Same

City Life Assce Co Id

Inecto Id

McKerrow Bros Id

## Chancery Division.

French South African Development  
 Co Id Partridge v French South  
 African Development Co Id (on  
 preliminary point—ordered on  
 April 2, 1914, to stand over  
 generally pending trial of action  
 in King's Bench Division)

French South African Development  
 Co Id Partridge v French South  
 African Development Co Id (on  
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 Co Id Partridge v French South  
 African Development Co Id (on  
 preliminary point—ordered on  
 April 2, 1914, to stand over  
 generally pending trial of action  
 in King's Bench Division)

Economic Building Corpn Id (with  
 witnesses) (ordered on July 3,  
 1923 to stand over generally)

Economic Building Corpn Id (ordered  
 on July 3, 1923 to stand over  
 generally)

Dogliani Dawson & Co Id Andersen  
 v Dogliani Dawson & Co Id  
 (with witnesses)

Saunderson Tractor & Implement  
 Co Id Williams Deacon's Bank  
 Id v Saunderson Tractor and  
 Implement Co Id (fur con)

## Before Mr. Justice TOMLIN.

(From Mr. Justice EVE's List.)

## Causes for Trial.

(With Witnesses.)

Davies v Murray

Fellows, Morton & Clayton Id v  
 Potter

Laurie v Morgan-Jones (s.o.g.)

## (Mr. Justice TOMLIN's List.)

(Retained Cause for Trial.)

## (With Witnesses.)

Attorney-Gen v Oakden (not before  
 July 8)

## (Further Consideration.)

Re Adams Lowe v Adams

(Adjourned Summonses.)

Re Burgess Public Trustee v  
 Burgess

Re Hughes & Wife Re Married  
 Woman's Property Acts 1882  
 (with witnesses)

Re Roger Bate's Settled Estates  
 Hayne v Bate

Re Hicks Levers v Hicks

Re Rodgers Swindells v Aston

Re Henderson's Settlement Public  
 Trustee v Henderson

Re Llewellyn Jones v Davies

Re Maitland Griffiths v Dr Lands

Re Balen & Shepherd's Contract  
 and Re Vendor & Purchaser  
 Act

Re Thos Page, dec Page v Page

Re Alexander Freedman v  
 Alexander

Re Hollis Williamson v Warrie

Re Sheldon Sheldon v Bosley

Re Hughes' Settlement Hughes v  
 Schooling

Re Smith Hughes v Schooling

Re Hill Lloyds Bank, Liverpool  
 v Greenwood

Re Drake-Cutcliffe, dec London v  
 Drake-Cutcliffe

Re W B Connor's Appln Re Trade  
 Marks Acts, 1905 to 1919

Re Neville, dec Neville v First  
 Garden City Id

Re Gilligan, dec Ingle v Foulkes

Re Roxburgh, dec Menzies v  
 Menzies

Re Pedler, dec Whitmore v  
 Pedler

Re McKelney, dec Mathew v  
 McKelney

Re Swinford, dec Dorman v  
 Cobb

Re J W Forrest, dec Pollinger v  
 Wolfe

Re Harris, dec Lewis v Shackell

Re Fred Shaw's Patent Re Patent  
 and Designs Acts (fixed for  
 June 18)

Re Graystone, dec Everington v  
 Graystone

Re Savage, dec Wigston v Royal  
 Naval Sailors' Home at Port-  
 smouth

## A UNIVERSAL APPEAL

TO LAWYERS: FOR A POSTCARD OR A GUINEA FOR A MODEL  
 FORM OF BEQUEST TO THE HOSPITAL FOR EPILEPSY AND  
 PARALYSIS, MAIDA VALE, W.



Re Arnold, dec Arnold v Taylor  
Re an Appn by C L Le Quesne  
Re Patent & Designs Acts, 1907  
and 1919  
Re Watson-Taylor, dec Hare v  
Watson

Sellon v Collinge Re Monitor and  
Ajax Traction Id Sellon v  
Filmore  
Seddon v Commercial Salt Co  
Re Witcombe, dec Barnes v  
Eva.

Re Bathurst Expte M Hyams, The Trustee v W A Colyer & Fairbanks  
Re Cottray Expte O Sunderland and E Hayes, Joint Trustees v P Bue  
and ors  
Re Weston Expte W J Calder, the Trustee v H Farrow  
Re Ambrose Expte H Hackett, The Trustee v A Ambrose  
Re Roebuck Expte W J Harris, the Trustee v Hurnes  
Re Same Expte Same v Mrs Roebuck  
Re Bernstein Expte H J Veitch, the Trustee v R Y Bernstein  
Re Pryse Expte R H E Pryse v F S Salaman, the Trustee  
Re Same Expte M L J Powell v F S Salaman, the Trustee

### APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in  
Bankruptcy, pending June 6th, 1924.

Re Sporie Expte J W Long & J L Whitting v W W Povah, Trustee  
appl from the County Court of Essex, holden at Colchester (remitted  
back)

Re a Debtor (No 24 of 1924) Expte The Petitioning Creditor v The  
Debtor appl from the County Court of Yorkshire, holden at Leeds

Motions in Bankruptcy for hearing before the Judge, pending June 6th,  
1924.

Re J Amis (trading as Amis, Swan & Co) Expte Roth, Schmidt & Co  
v A K Edwards, the Trustee pt hd

**VALUATIONS FOR INSURANCE.**—It is very essential that all Policy Holders should  
have a detailed valuation of their effects. Property is generally very inadequately  
insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS  
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works of art, bric-a-brac a speciality. [ADVT.]

### KING'S BENCH DIVISION.

#### TRINITY SITTINGS, 1924.

##### CROWN PAPER.

##### For Hearing.

The King v Commissioners of Income Tax  
Phillip & Bruce Id v J A Tobin & Co  
Bampton v Connolly  
The King v Govt of Holloway Prison  
The King v Assessment Committee of City of London  
Canton v Dental Board of the United Kingdom  
The King v J of the Central Criminal Court  
Lambert v Assessment Committee of Stratford-on-Avon  
and ors  
The King v McIver, Esq & ors, Jf of Gloucester  
Hughes v Evans  
Becune v Sims  
Green v Matthews  
In re One of the Solicitors of the Supreme Court  
Andrew v Stubbings  
Taylor v White  
Thornbarrow v Chatfield  
The King v Hornsea U D C  
Ashby v Lee  
The King v Huggins, Esq & ors, Jf of Kent  
Fenton v Grant  
Williams v Evans  
Allard v Selfridge & Co Id  
The King v Judge Herbert Smith & anr  
The King v Minister of Transport  
Bramton v Coates  
Rothbourne v Hudson  
The King v Lawrence, Esq & ors, Jf of Sussex  
Fryer, Holroyd & Healy's Breweries Id v Mayor, & c of  
Guildford  
Thiley v Boes  
Perry v Harding  
Pollock v Surtees  
The King v Barratt & ors  
Lee v Ravenhill  
Mital & Co Id v Kommanditbolaget Moberg & Co  
The King v Clay, Esq & ors, Jf of Anglesey  
Kirk v Roythorne

##### CIVIL PAPER.

##### For Argument.

American Trading Co v Hardie, Milroy & Co Id  
Same v Bloch & Klein  
Appley v James (Lambeth County Court)  
France v Lucas (Dewsbury County Court)  
Cole v Wallis  
Galestin v Corrie MacCall & Son Id  
Berry v Campbell & ors (Brompton County Court)  
Haywood v Fox, Roy & Co Id & anr (Plymouth County  
Court)  
Calvert v Hamilton (Kingston-upon-Hull County Court)  
White v Darbyshire (Wandsworth County Court)  
Hacker v Greig (Southwark County Court)  
Denton v F & F K Dainton & Sons (Clerkenwell County  
Court)  
Salop Miners Assoc v Calcat (Wellington County Court)  
Becky v Mayor, Aldermen & c of West Ham (Bow County  
Court)  
Bell v Steel & anr (Manchester County Court)  
Dawson v Ashton & Wife (Pearson, Clint) (Coventry County  
Court)  
Pickup v Weston (Brompton County Court)  
Tully v Smallman & ors (Brighton County Court)  
Belford v Surgical Manufacturing Co Id & anr (Bloomsbury  
County Court)  
Dumont v Roberts (Brentford County Court)  
Oryls v Martinelli (Marylebone County Court)  
McKall & anr v Webb (Marylebone County Court)  
Arthur Cole Id v Halden Estates Co Id  
Newes v Lichtenstein (Westminster County Court)  
Lewis v Weston (Dartford County Court)  
Hargreaves v Bell (Blackpool County Court)  
Lee v Blake (Brentford County Court)  
Poole v Poole (Westminster County Court)  
Beck v Moxlow (Appley County Court)  
The Great Goldman Service v Holwin Building & Construction  
Co Id (Mayor's & City of London Court)  
Page v Wolby Waitted (Boscon County Court)  
Medway v Jenkins (Westminster County Court)  
Williams v Urquhart (Marylebone County Court)  
Blandford v Faney (Westminster County Court)

Bryden v Morris (Newcastle-on-Tyne County Court)  
Naraway v Bolster (Wandsworth County Court)  
Faux v West (Cambridge County Court)  
In the matter of the Companies (Consolidation) Act 1908 and  
In the matter of Palace Picture House (Portsmouth) Id  
(Portsmouth County Court)  
Same v Same

Lazarus v H J Evans & Co  
Gordon v S Goldstein (J Goldstein & anr, Clmts)  
Roberts v Sparkman & ors (Mayor's & City of London  
Court)  
Bignell & Son v Farrants  
Holt v Young & Wife (Buckingham County Court)  
Anglo-American Cattle Products Co Id v Hollinghurst & Co Id  
Baxter v Druce & Co Id (Bloomsbury County Court)  
Harding v Bateman (Woolwich County Court)  
Jenkinson v Wright (Birmingham County Court)  
Barragan v White (Marylebone County Court)  
Woodroffe & ors v Rawlinson (Mayor's & City of London  
Court)

In re the Companies Acts 1908 to 1917 & In re Joseph  
Evans & Co Id (in voluntary liquidation) (expte Sherrey,  
Liquidator) (Birmingham County Court)

Ferguson v Peters & anr (Wandsworth County Court)  
Jeevanjee v Board of Trade  
Martin v Moldon (Brentford County Court)  
Dale v Hall & Co Id (Croydon County Court)  
Smith v Filkingard & anr (Blackburn & Clitheroe County  
Court)

Wilcox v Lampard (Bristol County Court)  
Humphrey v L C C (Southwark County Court)  
Kennett v Sparkes (Wandsworth County Court)  
Hurn v Gilling & Son (West London County Court)  
International Motors Id v Knight (West London County  
Court)  
Hornaby v Maynard (Brentford County Court)  
Hacker v Greig (Southwark County Court)  
Birmingham Y M C A v Gee (Birmingham County Court)

##### SPECIAL PAPER.

Monmouth Shipbuilding Co Id v The Board of Trade  
Modern Transport Co Id v Ternstrom & Roos  
Trading Soc Kwik-Hoo-Tong v Royal Commn on the Sugar  
Supply of London  
Tankerville v Alliance Assoc Co  
Owners of ss "Breynton" v The Theodorical & Co of Brails

##### AFFAIRS AND ISSUES UNDER THE NATIONAL HEALTH

##### INSURANCE ACTS, 1911 TO 1922.

In the matter of an appn by the Pannal Golf Club (Harrogate)  
d (de Barnott)

##### REVENUE PAPER.

##### English Information.

Attorney-General and Osmond Elim d'Avigdor Goldschmid  
Attorney-General and George Richard Lane Fox  
Cases Stated.

The Plymouth Mutual Co-operative and Industrial Soc Id  
and The Commrs of Inland Revenue  
Mark Bromet and James Reith (Surveyor of Taxes)  
The Commrs of Inland Revenue and Engineering Id  
Sam Firth Mallor and The Commrs of Inland Revenue  
H R Back (HM Inspector of Taxes) and Joseph S Daniels  
Brighton College and S J Marriott (HM Inspector of Taxes)  
The Commrs of Inland Revenue and Tyre Investment  
Trust Id  
The Yorkshire Ry Waggon Co Id and The Commrs of Inland  
Revenue  
Isaac Holden & Sons Id and The Commrs of Inland Revenue  
The Commrs of Inland Revenue and The Cornish Mutual  
Assoc Co Id  
Captain Guy Vernon Baxendale and A J Murphy (HM  
Inspector of Taxes)  
Stott and Ingham and H A T Trehearne (HM Inspector of  
Taxes)

The Commrs of Inland Revenue and Joseph Robinson and  
Sons  
E J Chibbett (HM Inspector of Taxes) and Joseph Robinson  
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Inland Revenue  
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of Taxes)  
L J Whelan (HM Inspector of Taxes) and Captain R H  
Henning  
Royal Agricultural Society of England and F Wilson  
(HM Inspector of Taxes)  
The Commrs of Inland Revenue and Walter Somers Id

##### DEATH DUTIES—SHOWING CAUSE.

In the Matter of Arthur George Earl of Wilton, dec  
In the Matter of John William Atkinson, dec  
In the Matter of George Eli North, dec  
In the Matter of The Rt Hon Agnes Burrell Baroness  
Bateman, dec  
In the Matter of Annie Sharpe, dec

##### PETITIONS UNDER THE LICENSING (CONSOLIDATION) ACT, 1910.

Hardys' Crown Brewery Id and Commrs of Inland Revenue  
(In re "The Victoria" Inn Liverpool Street Salford)  
Empress Brewery Co Id and Commrs of Inland Revenue  
(In re "The Flying Horse," 38 and 40, Crook Street,  
Bolton)  
Empress Brewery Co Id and ors and Commrs of Inland  
Revenue (In re "The London" Inn, 25, Boundary Lane,  
Chorlton-on-Medlock)

## Winding-up Notices.

### JOINT STOCK COMPANIES.

#### LIMITED IN CHANCERY.

**CREDITORS MUST SEND IN THEIR CLAIMS TO THE  
LIQUIDATOR AS NAMED ON OR BEFORE  
THE DATE MENTIONED.**

*London Gazette.*—TUESDAY, June 10.

THE BENFLET & CANVEY PUBLISHING & TRADING CO. LTD.  
July 1. F. S. Brightmore, 33, Farnival-st., E.C.4.  
HORN & SON LTD. June 20. J.W. Armstrong, 2, Collingwood-  
st., Newcastle-upon-Tyne.  
"ARABELLA DE LARRINAGA" STEAMSHIP CO. LTD. July 15.  
John Harvey, 5, Fenwick-st., Liverpool.  
REGENT CAFE (BLACKPOOL) LTD. June 27. James Todd,  
18, Birley-st., Blackpool.

*London Gazette.*—FRIDAY, June 13.

ROWLAND PARKER & CO. LTD. July 2. Herbert G. Scott,  
54, New Broad-st., E.C.2.  
THE UNIVERSAL TOOL HOLDER CO. LTD. June 24. John W.  
Brown, Lloyds-chambers, Market-st., Colne.  
JOHN PROCTER (COLSE) LTD. June 25. John W. Brown,  
Lloyds-chambers, Market-st., Colne.  
FERD PATTON & CO. LTD. July 14. Charles Richards,  
12, Cherry-st., Birmingham.  
THE BRITISH LEBRON (WARWICK) CLUB LTD. WARWICK.  
July 8. William N. Hawken, 41, The Parade, Loomington.

## Resolutions for Winding-up Voluntarily.

*London Gazette.*—TUESDAY, June 10.

The Garges Estate Co. Ltd. Coutts, Yates & Everatt Ltd.  
Macdonald Brown Ltd. The Globe Picture Theatre  
Lightbody & Co. Ltd. (Grimsby) Ltd.  
G. T. Gille Ltd. Emley & Sons Ltd.  
Regent Cafe (Blackpool) Ltd. Grimsby Woodcutting Co.  
Percival Spencer Ltd. Ltd.  
Chertsey Coffee Public House The S.Y.S. Engineering Co.  
Co. Ltd. Ltd.  
The Sun Investment Co. Ltd. Bee-Gee Transport Ltd.  
"Anselma De Larrinaga" The South Yorkshire Electric  
Steamship Co. Ltd. Welding Co. Ltd.

*London Gazette.*—FRIDAY, June 13.

Rowland Parker & Co. Ltd. Monahan Shoe Co. Ltd.  
Tringham (Chemists) Ltd. George Ibbotson Ltd.  
Drake & Co. Ltd. Sutherlands (Electrical En-  
gineers) Ltd.  
Patex Ltd. John A. Ward & Co. Ltd.  
Donna Ltd. Klimkowna Oilfields Ltd.  
The Glyn Trust Ltd. Glenallen Ltd.  
United Provinces Sugar Co. The Franksons Liberal Club  
Ltd. Ltd.  
Hopples (1910) Ltd. The Mendip Mountain  
Lavender & Overton Ltd. The Quarries Ltd.  
The Financier & Ballonist Woodbridge Laundry Ltd.  
Ltd.  
Aberysthwan Gardeners  
Society Ltd.

## Bankruptcy Notices.

### RECEIVING ORDERS.

London Gazette.—TUESDAY, June 10.

BARNFORD, WILLIAM A., Handsworth, Sheffield, Tobacconist. Sheffield. Pet. June 4. Ord. June 4.  
BOULTON, ARTHUR T., Whitstable, Garage Proprietor. Canterbury. Pet. June 6. Ord. June 6.  
BUCKLE, HAROLD W., Boscom-on-the-Water, Produce Merchant, Cheltenham. Pet. June 4. Ord. June 4.  
DAVIES, DAVID H., Pontardulais, Colliery Repairer. Swansea. Pet. June 4. Ord. June 4.  
GILLARD, EDWIN W., Wimbledon. Kingston. Pet. May 5. Ord. June 5.  
HUNT, JOHN W., Upton, Lincoln, Farmer. Lincoln. Pet. June 2. Ord. June 2.  
MARSHALL, FREDERICK E., Littlehampton, Builder. Brighton. Pet. June 5. Ord. June 5.  
SPENCER, JOHN W., Southport, Pork Butcher. Liverpool. Pet. June 5. Ord. June 5.  
STEVENSON, CHARLES, Buxton, Journalist. Stockport. Pet. April 4. Ord. June 5.

London Gazette.—FRIDAY, June 13.

ABRAHAM, ALFRED J., Great Grimsby, French Polisher. Great Grimsby. Pet. June 11. Ord. June 11.  
ANDERSON, THOMAS H., Lowestoft, Sailmaker. Great Yarmouth. Pet. June 10. Ord. June 10.  
ARNAULT, VITALIS M., Crickwood, Merchant. High Court. Pet. May 16. Ord. June 6.  
ATKINS, G., Cosham, Hants. Portsmouth. Pet. April 30. Ord. June 6.  
BARWELL, ROBERT, Oldham, Licensed Victualler. Oldham. Pet. June 5. Ord. June 5.  
BARBER, WILLIAM D., Whitechurch, Café Proprietor. Nantwich. Pet. June 10. Ord. June 10.  
BEST, CHARLES E., H.M. Prison, Brixton, Solicitor. High Court. Pet. May 28. Ord. June 10.  
BLACK, ROSE A., Barrow-in-Furness, Tobacconist. Barrow-in-Furness. Pet. June 6. Ord. June 6.  
BOBBY, JAMES, Bradford, Innkeeper. Bradford. Pet. June 6. Ord. June 6.  
CARDASH, HENRY, Pontypandy, Pawnbroker. Pontypandy. Pet. May 28. Ord. June 6.  
CATT, HERBERT, Greenwich, Civil Servant. Greenwich. Pet. June 6. Ord. June 6.  
CHAPMAN, W., Pimlico, Manufacturer's Agent. High Court. Pet. April 28. Ord. June 6.  
CLIBO, LEONARD, Rochdale, Printer. Rochdale. Pet. June 7. Ord. June 7.  
COHEN, S., & Co., Oxford-st., Manufacturing Furriers. High Court. Pet. May 13. Ord. June 6.  
CROUCH, GEORGE T., Thorne, Yorks, Grocer. Sheffield. Pet. June 6. Ord. June 6.  
DALE, WILLIAM B., Exeter, Tailor. Exeter. Pet. June 5. Ord. June 5.  
DAVIES, JAMES B., Pontypandy, Boot Dealer. Newport (Mon.). Pet. June 6. Ord. June 6.  
DAVIES, DAVID, Mardy, General Dealer. Pontypandy. Pet. June 11. Ord. June 11.  
DAVIS, THOMAS A., Northampton, Carter. Northampton. Pet. June 5. Ord. June 5.  
DREW, ERNEST W., Broadhembury, Devon, Blacksmith. Exeter. Pet. June 10. Ord. June 10.  
FAULKNER, THEODORE, Didsbury, Manchester, Motor Engineer. Manchester. Pet. June 7. Ord. June 7.  
FOULDS, FRANK, Shildon, Halifax, Farmer. Halifax. Pet. June 7. Ord. June 7.  
FOX, ARTHUR B., Scunthorpe, Grocer. Great Grimsby. Pet. June 10. Ord. June 10.  
FIRTH, ARTHUR J., Gt. South-st., Westminster. High Court. Pet. Feb. 15. Ord. June 10.  
GIBSON, THOMAS, Ivybridge, Devon, Grocer. Plymouth. Pet. June 7. Ord. June 7.  
GRAHAM, WILLIAM, Bury, Lancs, Farmer. Bolton. Pet. June 11. Ord. June 11.  
HAYES, HOWARD T., Moseley, Birmingham, Motor Engineer. Birmingham. Pet. May 7. Ord. June 5.  
HEPPER, ERNEST J., Jun., Fulbrough, Butcher. Brighton. Pet. June 6. Ord. June 6.  
HIGGS, THOMAS A., Streatham, Northampton. Northampton. Pet. April 30. Ord. June 7.  
HOUGHTON, WILLIAM, Solihull, Warwick, Merchant. Birmingham. Pet. June 7. Ord. June 7.  
JONES, SAMUEL O., Gaerwen, Anglesey, Farmer. Bangor. Pet. June 6. Ord. June 6.  
JONES, WILLIAM, Clynnog, Carnarvon, Farmer. Bangor. Pet. June 7. Ord. June 7.  
JONES, JOHN, Bynea, near Llanelly, Collier. Carmarthen. Pet. June 6. Ord. June 6.  
JONES, HOWARD, Penrhyneddraeth, Cattle Food Dealer. Portmadoc. Pet. June 11. Ord. June 11.  
JOY, CHARLES V., Paddock Wood, Kent, Cycle Dealer. Tunbridge Wells. Pet. June 7. Ord. June 7.  
LEYBON, THOMAS E., Mardy, General Dealer. Pontypandy. Pet. June 11. Ord. June 11.  
MAUNDER, H. A., Tokenhouse-bldgs., Stockbroker's Clerk. High Court. Pet. March 28. Ord. June 11.  
MERTON, HORACE G., Folkestone, Printer. Canterbury. Pet. June 6. Ord. June 6.  
MEYER, E., Haslemere, Surrey, Company Director. Guildford. Pet. April 7. Ord. June 10.  
MURDOCH, AARON, Hackney. High Court. Pet. May 13. Ord. June 11.  
NEWMAN, T. SMITH, Bristol, Coal Merchant. Bristol. Pet. May 1. Ord. June 6.  
OXLEY, ARTHUR, Blackpool, Plumber. Blackpool. Pet. April 28. Ord. June 4.  
POTTS, DAVID M., Blochley, Entertainment Proprietor. Northampton. Pet. May 8. Ord. June 6.  
FRIDAY, LOUIS, Southsea, Plumber. Portsmouth. Pet. June 7. Ord. June 7.  
RAMPTON, THOMAS H., Leeds, Solicitor's Clerk. Leeds. Pet. June 7. Ord. June 7.

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READ, P. J., New Barnet, Traveller. Barnet. Pet. April 30. Ord. June 5.  
RENNISON, HERBERT, Stoke Newington. High Court. Pet. May 1. Ord. June 5.  
RIDDALE, ERNEST W., Reading, Motor Engineer. Reading. Pet. June 5. Ord. June 5.  
ROWE, GILBERT G., Axminster, Farmer. Exeter. Pet. May 20. Ord. June 10.  
SMITH, HENRY W., Blaby, Leicester, Company Director. Leicester. Pet. June 7. Ord. June 7.  
SMITH, GERTUDE, Shaw, Lancs, District Nurse. Oldham. Pet. June 7. Ord. June 7.  
SMITH, ROBERT, Huntingdon, Tailor. Peterborough. Pet. June 10. Ord. June 10.  
STRONG, B., Fulham, Agent. High Court. Pet. April 18. Ord. June 5.  
WARDEN, J., Lexington-st., W.I., Builder. High Court. Pet. May 8. Ord. June 5.  
WILSON, CHARLES E., High-st., Bow, Master Lighterman. High Court. Pet. April 4. Ord. May 29.

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HEADINGS IN THE TEXT, THUS  
SHOWING THE OLD AND NEW  
LAW IN CONTRAST)

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